



# Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

**DATE:** October 30, 2024

**TIME:** 11:30 a.m. – 1:30 p.m.

**MEETING CHAIR:** Angelica Ayala, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Atineh Sepanian

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

- I. Call to order
- II. **Information Item(s) (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
  - a. **DHS:** Approval of Amendment to the Affiliation Agreement with the Regents of the University of California to Adjust the Level of Physician Services, Training Programs, and Funding

- b. **DPH:** Approval to Execute an Amendment to the Master Agreement Work Order with Team Friday, Inc. for Community Based Communication and Engagement Campaigns Media Services (#07842)

III. **Presentation Item(s):**

- a. **DMH:** Approval to Execute a New Sole Source Contract with Urban Action Network, LLC, to Provide Consultation, Facilitation, and Community Engagement Services

IV. **Discussion Item(s):**

- a. **CEO:** Women and Girls Initiative Final Report.

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.

VII. Public Comment

VIII. Adjournment

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

|   |  |  |
|---|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 10/30/2024   |  |
| <b>BOARD MEETING DATE</b>   | 11/26/2024   |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>   |  |
| <b>DEPARTMENT(S)</b>  | Department of Health Services (DHS)  |  |
| <b>SUBJECT</b>  | Request for the Board of Supervisors to make a finding that contracting for the provision of physician services can be performed more feasibly by an outside contractor; approval to amend the Affiliation Agreement with the Regents of the University of California to increase specified patient care services, increase the housestaff salaries and adjust the number of residents and fellows enrolled in various physician training programs, and increase the annual maximum obligation of the Agreement by \$3,028,000 for Fiscal Year (FY) 2024-25. |  |
| <b>PROGRAM</b>  | Physician resident training programs for various specialties and patient care.   |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| <b>SOLE SOURCE CONTRACT</b>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why:   |  |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable   |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | N/A  |  |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>The total FY 2024-25 cost is \$46,588,500   | Funding source:<br>Funding for this increase has been included in DHS' FY 2024-25 Final Budget and will be included in future FYs, as necessary. |
|   | TERMS (if applicable):   |  |
|   | Explanation:   |  |
| <b>PURPOSE OF REQUEST</b>   | Approval of the recommendations will allow the Director or designee to execute the Amendment and increase the volume and cost of physician medical education and patient care services, based on current clinical and operational needs.   |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | On June 20, 2006, the Board approved the Agreement with the University to provide physician training/medical education and patient care at Harbor-UCLA Medical Center (H-UCLA MC) and Olive View Medical Center, and subsequently, patient care at LA General Medical Center. On November 21, 2023, the Board approved Amendment 21 to increase patient care services and funding accordingly for FY 2023-24.  |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:   |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:  |  |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email:<br>Dr. Griselda Gutierrez, Chief Medical Officer for Harbor-UCLA Medical Center.<br>(424) 306-6599<br><a href="mailto:rgutierrez@dhs.lacounty.gov">rgutierrez@dhs.lacounty.gov</a>   |  |

November 26, 2024

**DRAFT**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO THE AFFILIATION AGREEMENT WITH THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA TO ADJUST THE LEVEL OF  
PHYSICIAN SERVICES, TRAINING PROGRAMS, AND FUNDING  
(1<sup>st</sup>, 2<sup>nd</sup>, AND 5<sup>th</sup> SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request for the Board of Supervisors (Board) to make a finding that contracting for the provision of physician services can be performed more feasibly by an outside contractor; approval to amend the Affiliation Agreement with the Regents of the University of California, on behalf of its Los Angeles Campus and School of Medicine (University) to increase specified patient care services, increase the housestaff salaries and adjust the number of residents and fellows enrolled in various physician training programs, and increase the annual maximum obligation of the Agreement by \$3,028,000 for Fiscal Year (FY) 2024-25.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find, as required by Los Angeles County (LA County) Code section 2.121.420, that contracting for the provision of physician services at Harbor-UCLA Medical Center (H-UCLA MC), Olive View-UCLA Medical Center (OV-UCLA MC), and Los Angeles General Medical Center (LA General) as described herein, can be performed more feasibly by contracting with the outside contractor.
2. Delegate authority to the Director of Health Services (Director), or designee, to execute the Amendment to the Agreement with the University, substantially similar to Attachment I, for the provision of physician medical education and patient care services at H-UCLA MC, OV-UCLA MC, and LA General, effective upon Board approval for the period July 1, 2024 through June 30, 2025, to: a) adjust the level and cost of patient care services based on clinical and operational needs; b) increase the salaries and number of University housestaff enrolled in various LA County and University physician-training programs at H-UCLA MC and OV-UCLA MC; and c) increase the maximum annual obligation accordingly by \$3,028,000,



from \$43,560,500 to \$46,588,500 for the period July 1, 2024 through June 30, 2025, subject to review and approval by County Counsel.

3. Delegate authority to the Director, or designee, to execute future amendments to adjust the volume of physician medical education and patient care, and its costs thereof based on clinical and operational needs, provided that any cumulative annual increases to the maximum annual obligation do not exceed a total of ten percent thereof, separate from any increases in housestaff salaries, subject to review and approval by County Counsel.
4. Delegate authority to the Director, or designee, to execute future amendments, as follows: (a) add, delete, and/or change certain terms and conditions as required by federal or State law or regulation, accreditation requirements and standards, LA County policy, the Board, and/or CEO; (b) revise contract language to improve or update clinical, medical educational, and/or administrative operations within the Agreement's scope of services; (c) adjust the variable costs for future increases in housestaff salary up to five percent per year that the University may grant their housestaff enrolled in various physician training programs at specified LA County facilities; (d) and increase the maximum annual obligation under the Agreement accordingly, subject to review and approval by County Counsel.

### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

Approval of the first recommendation continues prior Board findings that contracting for the provision of physician services under this Amendment at H-UCLA MC, OV-UCLA MC, and LA General can still be performed more feasibly by contracting with the University. On November 21, 2023, the Board made the most recent finding as required by LA County Code section 2.121.420 that contracting for the provision of physician services (trainee and non-trainee) can be performed more feasibly by contracting with the private sector.

Approval of the second recommendation will allow the Director, or designee, to execute an Amendment to this Agreement with the University to adjust the volume and cost of physician medical education, patient care, and administrative services, based on current clinical and operational needs, and make other changes as described below.

#### H-UCLA MC

H-UCLA MC plans to decrease a net total of 1 Full-Time Equivalent (FTE) of housestaff from 566 to 565 FTEs to integrate the general surgery training program for residents and fellows, and increase specialty physician coverage for otolaryngology (ear, nose and throat), neuro-interventional radiology, and cardiac electrophysiology based on clinical need. H-UCLA MC also plans to increase housestaff salaries as further described below, adjust certain faculty salaries based on historical costs and current salaries, and revise other budget items detailed in the attached Amendment. Such changes will increase H-

UCLA MC's annual contract budget by \$671,000 from \$9,744,500 to \$10,415,500 for the period July 1, 2024 through June 30, 2025.

#### Housestaff Compensation

Based upon the Local Bargaining Unit Agreement negotiated between the University and Committee of Interns and Residents/Service Employees International Union (CIR/SEIU), the University increased housestaff compensation levels by 5% effective July 1, 2024. The negotiated salary and fringe benefits, when applied to the University housestaff full-time equivalents, amounts to a cumulative annual total increase of \$143,500 from \$2,415,500 to \$2,559,000, which includes the adjustment of FTEs for various specialty programs set forth in the attached Amendment. The revised salary scale aims to ensure the University salaries remain competitive and that graduate medical education programs continue to attract qualified candidates into the University housestaff workforce that is integral to H-UCLA MC's training programs.

#### OV-UCLA MC

OV-UCLA MC plans to add 1 FTE of housestaff to its internal medicine (dermatology) training program and delete 1 FTE from its internal medicine (hematology/oncology) training program resulting in no changes to its current total number of housestaff of 253.5 FTEs. OV-UCLA MC also plans to increase housestaff salaries for the foregoing reasons described hereinabove resulting in an annual increase of \$2,047,000 from \$28,025,000 to \$30,072,000, adjust certain University faculty salaries based on historical costs and current salaries, and revise other budget items detailed in the attached Amendment. Such changes will increase OV-UCLA MC's annual contract budget by \$2,220,500 from \$33,181,000 to \$35,401,500 for the period July 1, 2024 through June 30, 2025.

#### LA General

LA General plans to increase University faculty salaries for pediatric surgery and cardiac electrophysiology based on historical costs and current salaries for a total increase of LA General's annual contract budget by \$136,500 from \$635,000 to \$771,500 for the period July 1, 2024 through June 30, 2025.

Approval of the third recommendation will continue the current delegated authority to the Director, or designee, to adjust clinical and operational services on an as-needed basis, and revise such authority to increase the maximum annual funding accordingly from 1% to 10%.

This will provide the Department of Health Services' (DHS) hospitals and affiliated health centers with more flexibility to respond to the changing medical needs of its medically underserved patients within a reasonable budgetary constraint.

Approval of the fourth recommendation will permit the Director, or designee, to execute future amendments to ensure compliance with applicable law, regulation, accreditation

requirements and standards, LA County and CEO policy/requirements; improve or update contract language related to clinical, medical educational, and administrative operations; and increase the housestaff salaries by up to 5%.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support North Star 1, “Focus Area Goal A. Healthy Individuals and Families” and Strategy ii. “Improve Health Outcomes of LA County’s Strategic Plan and Goals.”

### **FISCAL IMPACT/FINANCING**

LA County’s maximum annual obligation under the Amendment will increase from \$43,560,500 to \$46,588,500 (H-UCLA MC \$10,415,500; OV-UCLA MC \$35,401,500; and LA General \$771,500) in FY 2024-25 for a total increase of \$3,028,000 (H-UCLA MC \$671,000 annual increase; OV-UCLA MC \$2,220,500 annual increase; and LA General \$136,500 annual increase). Funding for this increase to LA County’s maximum annual obligation is included in the DHS FY 2024-25 Final Budget. There is no impact to net County cost.

Continued funding will be requested in future fiscal years as necessary.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

DHS entered into the current Agreement with the University for the period July 1, 2006, through June 30, 2011, with automatic annual extensions, unless either party serves notice of non-renewal to the other party.

The recommended Amendment includes the changes in FTEs for LA County and University training programs, the specific volume and cost of academic purchased services, and housestaff compensation. The Amendment also includes the most recent standard provision, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

County Counsel has reviewed and approved Attachment I as to form.

### **CONTRACTING PROCESS**

Given the nature and scope of the services provided by the University under the Agreement, as well as the historic relationship between LA County and the University, DHS determined that it was not feasible to competitively bid for the services under this Agreement.

The Honorable Board of Supervisors  
November 26, 2024  
Page 5

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Agreement will continue the provision of clinical and academic services at H-UCLA MC, OV-UCLA MC and LA General.

Respectfully Submitted,

Christina R. Ghaly, M.D.  
Director

CRG:ck

Enclosure

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

AFFILIATION AGREEMENT

Amendment No. 22

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS LOS ANGELES CAMPUS AND SCHOOL OF MEDICINE  
(hereafter "University").

WHEREAS, reference is made to that certain document entitled "AFFILIATION AGREEMENT", dated July 1, 2006, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the Agreement amount by \$3,028,000, not to exceed a total contract cost of \$46,588,500, and to provide for the other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment, which is formally approved and executed by both parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon date of Board approval for FY 24-25, July 1, 2024 through June 30, 2025.
2. The Agreement is modified to add Sub-paragraph 11.32 – Campaign Contribution Prohibition Following Final Decision in Contract Proceeding to read as follows:

**"11.32 Campaign Contribution Prohibition**

Pursuant to California Government Code Section 84308, Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to any County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement.

By executing this Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250 to any County officer for twelve (12) months following the effective date of the Agreement.

Failure to comply with the provisions of California Government Code Section 84308 and of this Paragraph may be a material breach of the Agreement as determined in the sole discretion of County.”

3. The Exhibits and Addendums, attached hereto and incorporated by reference, shall be added to the Agreement.

4. Except for the changes set forth herein, the remaining terms and conditions of the Agreement shall remain in full effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer(s), on the day, month and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_ for  
Christina R. Ghaly, M.D.  
Director of Health Services

CONTRACTOR:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS LOS ANGELES CAMPUS AND SCHOOL OF MEDICINE

Signed by: \_\_\_\_\_  
By: Steven Dubinett Steven Dubinett  
8DD5B08D44234C4...  
Name  
Dean, DGSOM  
Title

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Natasha Mosley  
Deputy County Counsel

**EXHIBIT 1-II.a-14**

**County and University Training Programs – Harbor-UCLA Medical Center (H-UCLA MC) and Affiliated Primary County Facilities**

Adjustments for Fiscal Year (FY) 2024-25 are described in the Footnotes section below.

**1-I.1 ACGME-Accredited University Training Programs.** University Training Programs shall include the following ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement:

|  | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--|----------------------------|----------------------------|
| Internal Medicine – Gastroenterology         | 1.00                       | 1.00                       |
| Internal Medicine – Geriatric Medicine       | 1.00                       | 1.00                       |
| Internal Medicine – Rheumatology             | 1.00                       | 1.00                       |
| Internal Medicine – Electrophysiology Fellow | 1.00                       | 1.00                       |
| Preventative Medicine Fellowship             | 0.00                       | 0.00                       |
| Surgery – Neurosurgery                       | 2.00                       | 2.00                       |
| Surgery – Ophthalmology                      | 6.00                       | 6.00                       |
| Surgery – Head & Neck                        | 5.00                       | 5.00                       |
| Surgery – Plastic                            | 1.00                       | 1.00                       |
| Surgery – Urology                            | 3.00                       | 3.00                       |
| <b>Subtotal</b>                              | <b>21.00</b>               | <b>21.00</b>               |

**1-I.2 Non-ACGME-Accredited University Training Programs.** University Training Programs shall include the following Non-ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement:

|   | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|---|----------------------------|----------------------------|
| <b>Health Services Clinical Scholar<sup>1</sup></b> | <b>2.00</b>                | <b>1.00</b>                |
| <b>Subtotal</b>                                     | <b>2.00</b>                | <b>1.00</b>                |

**1-I.3 ACGME-Accredited County Training Programs.** County Training Programs shall include the following ACGME-accredited training programs which are based at Los Angeles County – H-UCLA MC, pursuant to this Agreement:

|                                      | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--------------------------------------|----------------------------|----------------------------|
| Anesthesiology                       | 36.00                      | 36.00                      |
| Anesthesiology – Regional Fellowship | 1.00                       | 1.00                       |
| Emergency Medicine                   | 64.00                      | 64.00                      |



**EXHIBIT 1-II.a-14**

|  | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--|----------------------------|----------------------------|
| Emergency Medicine Services and Disaster Med.                  | 1.00                       | 1.00                       |
| Family Practice  | 36.00                      | 36.00                      |
| Family Medicine - Sports Medicine                              | 2.00                       | 2.00                       |
| Internal Medicine  | 62.00                      | 62.00                      |
| Internal Medicine – Cardiology                                 | 15.00                      | 15.00                      |
| Internal Medicine - Cardiology Interventional                  | 2.00                       | 2.00                       |
| Internal Medicine – Dermatology                                | 5.00                       | 5.00                       |
| Internal Medicine – Electrophysiology                          | 0.00                       | 0.00                       |
| Internal Medicine – Endocrinology                              | 11.00                      | 11.00                      |
| Internal Medicine - Advanced Interventional and Endosonography | 0.00                       | 0.00                       |
| Internal Medicine - Hematology/Oncology                        | 12.00                      | 12.00                      |
| Internal Medicine - Infectious Disease                         | 5.00                       | 5.00                       |
| Internal Medicine – Nephrology                                 | 6.00                       | 6.00                       |
| Internal Medicine – Pulmonary                                  | 9.00                       | 9.00                       |
| Neurology  | 20.00                      | 20.00                      |
| Neurology - Neurophysiology/EEG                                | 2.00                       | 2.00                       |
| Obstetrics and Gynecology                                      | 24.00                      | 24.00                      |
| OB/Gyn - Female Pelvic Reconstructive Surgery                  | 3.00                       | 3.00                       |
| Orthopedic Surgery   | 25.00                      | 25.00                      |
| Pathology  | 16.00                      | 16.00                      |
| Pediatrics   | 30.00                      | 30.00                      |
| Pediatric Child Abuse  | 2.00                       | 2.00                       |
| Pediatrics - Critical Care                                     | 0.00                       | 0.00                       |
| Pediatrics – Endocrinology                                     | 0.00                       | 0.00                       |
| Pediatrics – Gastroenterology                                  | 0.00                       | 0.00                       |
| Pediatrics - Emergency Medicine                                | 6.00                       | 6.00                       |
| Pediatrics - Infectious Disease                                | 1.00                       | 1.00                       |
| Pediatrics – Neonatal  | 8.00                       | 8.00                       |
| Psychiatry   | 28.00                      | 28.00                      |
| Psychiatry – Child   | 7.00                       | 7.00                       |
| Radiology  | 24.00                      | 24.00                      |
| Radiology – Interventional                                     | 0.00                       | 0.00                       |
| Radiology – Neuroradiology                                     | 1.00                       | 1.00                       |
| Radiology – Nuclear  | 0.00                       | 0.00                       |
| Surgery  | 39.00                      | 39.00                      |
| Surgery – Critical Care Fellowship                             | 2.00                       | 2.00                       |
| <b>Surgery – Vascular<sup>2</sup></b>                          | <b>2.00</b>                | <b>1.00</b>                |
| <b>Surgery – Vascular Integrated<sup>3</sup></b>               | <b>3.00</b>                | <b>4.00</b>                |
| <b>Subtotal</b>  | <b>510.00</b>              | <b>510.00</b>              |

**EXHIBIT 1-II.a-14**

**1-I.3 Non-ACGME-Accredited County Training Programs.** County Training Programs shall include the following non-ACGME-accredited training programs which are based at Los Angeles County – H-UCLA MC, pursuant to this Agreement:

|  | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--|----------------------------|----------------------------|
| Anesthesiology/Trauma                    | 1.00                       | 1.00                       |
| Emergency Medicine – Administration      | 1.00                       | 1.00                       |
| Emergency Medicine – Ultrasound          | 2.00                       | 2.00                       |
| Family Medicine – Community Health       | 1.00                       | 1.00                       |
| Family Medicine – Chief Resident         | 2.00                       | 2.00                       |
| Family Medicine – Faculty Development    | 2.00                       | 2.00                       |
| Gastroenterology – Advanced Fellowship   | 2.00                       | 2.00                       |
| Health Services Clinical Scholar         | 0.00                       | 0.00                       |
| Internal Medicine – Adv Cardiac Medicine | 3.00                       | 3.00                       |
| Internal Medicine – Chief Residents      | 2.00                       | 2.00                       |
| Internal Medicine – General              | 1.00                       | 1.00                       |
| Neurology – Child                        | 0.00                       | 0.00                       |
| OB/Gyn – Maternal Fetal Medicine         | 0.00                       | 0.00                       |
| OB/Gyn- Women’s Health                   | 0.00                       | 0.00                       |
| Orthopedic Surgery – Foot and Ankle      | 1.00                       | 1.00                       |
| Pediatrics – Medical Genetics            | 0.00                       | 0.00                       |
| Radiology – Body Imaging                 | 0.00                       | 0.00                       |
| Radiology – Breast Imaging               | 1.00                       | 1.00                       |
| Surgery – General Practice –Dental       | 4.00                       | 4.00                       |
| Surgery – Oral and Maxillofacial Surgery | 8.00                       | 8.00                       |
| Supervisor of Residents                  | 2.00                       | 2.00                       |
| <b>Subtotal</b>                          | <b>33.00</b>               | <b>33.00</b>               |
| <b>Grand Total</b>                       | <b>566.00</b>              | <b>565.00</b>              |

**FOOTNOTES:**

- 1 Deletion of the first-year fellow. The National Clinician Scholars Program is a two-year program funded by DHS. The funding for this program is sunsetting at the end of FY 2024-25 and only the funding for the second-year fellow will remain for FY 2024-25.
- 2 Deletion of 1.0 PPGY-6 FTE to continue with the transition from the traditional 2-year fellowship following a general surgery residency to an integrated 5-year training program. The PPGY-4 and PPGY-5 will replace the current PPGY-6 and PPGY-7 vascular surgery fellows. Program will increase 1 FTE per year, until FY 2025-26.
- 3 Addition of 1.0 PGY4 FTE to continue with the transition from the traditional 2-year fellowship following a general surgery residency to an integrated 5-year training program. The PPGY-4 and PPGY-5 will replace the current PPGY-6 and PPGY-7 vascular surgery fellows. Program will increase 1 FTE per year, until FY 2025-26.

**EXHIBIT 1-II.a-15**

**County and University Training Programs – Olive View-UCLA Medical Center (OV-UCLA MC) and Affiliated Primary County Facilities**

Adjustments for FY 2024-25 are described in the Footnote section below.

**1-II.1 ACGME-Accredited University Training Programs.** University Training Programs shall include the following ACGME-accredited training programs which are based at Ronald Reagan UCLA Medical Center, pursuant to this Agreement:

|  | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--|----------------------------|----------------------------|
| Anesthesiology                                     | 2.00                       | 2.00                       |
| Emergency Medicine OV/UC                           | 28.00                      | 28.00                      |
| Family Medicine                                    | 4.00                       | 4.00                       |
| Family Medicine – Mid-Valley                       | 4.50                       | 4.50                       |
| Internal Medicine – Cardiology                     | 6.00                       | 6.00                       |
| <b>Internal Medicine – Dermatology<sup>1</sup></b> | 1.00                       | <b>2.00</b>                |
| Internal Medicine – Gastroenterology               | 2.00                       | 2.00                       |
| Internal Medicine – Infectious Disease             | 2.00                       | 2.00                       |
| Internal Medicine Pulmonary                        | 3.00                       | 3.00                       |
| Neurology  | 3.00                       | 3.00                       |
| Obstetrics-Gynecology                              | 14.00                      | 14.00                      |
| Obstetrics-OV/UCGyn-Onc, UroGyn                    | 1.00                       | 1.00                       |
| OB/Gyn – UroGyn FPMRS                              | 0.50                       | 0.50                       |
| Ophthalmology                                      | 5.00                       | 5.00                       |
| Pediatrics   | 11.00                      | 11.00                      |
| Primary Care                                       | 9.00                       | 9.00                       |
| Psychiatry   | 0.00                       | 0.00                       |
| Radiology  | 8.00                       | 8.00                       |
| Sleep Medicine                                     | 1.00                       | 1.00                       |
| Surgery – General                                  | 7.00                       | 7.00                       |
| Surgery – Head & Neck                              | 3.00                       | 3.00                       |
| Surgery – Plastic                                  | 2.50                       | 2.50                       |
| Surgery – Ortho                                    | 4.50                       | 4.50                       |
| Surgery – Podiatry                                 | 3.00                       | 3.00                       |
| Urology  | 3.00                       | 3.00                       |
| <b>Subtotal</b>                                    | <b>128.00</b>              | <b>129.00</b>              |

**1-II.2 ACGME-Accredited County Training Programs.** County Training Programs shall include the following ACGME-accredited training programs which are based at Los Angeles County – OV-UCLA MC, pursuant to this Agreement:

**EXHIBIT 1-II.a-15**

|  | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--|----------------------------|----------------------------|
|  | <hr/>                      | <hr/>                      |
| Internal Medicine – General                                | 77.00                      | 77.00                      |
| <b>Internal Medicine – Hematology/Oncology<sup>2</sup></b> | <b>13.00</b>               | <b>12.00</b>               |
| Internal Medicine – Nephrology                             | 5.00                       | 5.00                       |
| Internal Medicine – Rheumatology                           | 2.00                       | 2.00                       |
| Psychiatry (Program moved to OV eff. 7/1/18)               | 28.00                      | 28.00                      |
| <b>Subtotal</b>  | <hr/> <b>125.00</b>        | <hr/> <b>124.00</b>        |

**1-II.3 Non-Accredited County Training Programs.** County Training Programs shall include the following non-ACGME accredited training programs which are based at Los Angeles County – OV-UCLA MC, pursuant to this Agreement:

|                    | <b>FY 2023-24<br/>FTEs</b> | <b>FY 2024-25<br/>FTEs</b> |
|--------------------|----------------------------|----------------------------|
|                    | <hr/>                      | <hr/>                      |
| Pathology          | 0.50                       | 0.50                       |
| <b>Subtotal</b>    | <hr/> <b>0.50</b>          | <hr/> <b>0.50</b>          |
| <b>Grand Total</b> | <b>253.50</b>              | <b>253.50</b>              |

**FOOTNOTES:**

- 1 Add 1 PGY-2 dermatology FTE for additional patient care.
- 2 Deletion of one PGY-6.

## ADDENDUM A-I.a-14

### Purchased Services – H-UCLA MC and Affiliated Primary County Facilities

FY 2024-25

**A-I.1. General.** Payment for Purchased Services will be calculated based on a combination of fixed and variable payments, as set forth in § A-I.4. In no event shall the fixed or variable rates or the payment methodology under this Addendum A be revised more frequently than every twelve (12) months. Adjustments for FY 2024-25 are described in the Footnotes section below.

**A-I.2. Fixed and Variable Costs.** The Parties agree that payment for Purchased Services should reflect the following variable costs: (a) program directors; (b) faculty members; (c) physicians otolaryngology, pediatric surgery, cardiac electrophysiology, cardiac surgery, thoracic surgery, neurosurgery, rheumatology, neuro- interventional radiology, emergency medicine, family medicine, toxicology, and pediatric urology surgery; (d) faculty recruitment/retention augmentation; and (e) University for its cost for any University Housestaff, including National Clinician Scholars, assigned to Primary County Facilities to the extent authorized under this Addendum A. The following UCLA and County fixed costs (including salary and benefits where applicable), which may vary within a given range of programs and Housestaff: (a) overall academic infrastructure, including graduate medical education fees; (b) Medhub/AmlOn; (c) University Representative; (d) University Graduate Medical Education Dean; and (e) University’s administrative personnel.

**A-I.3. Volume of Purchased Services.** For FY 2024-25, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that County’s needs fall outside of such ranges, the Parties may negotiate a different volume of services for specific line items.

Under §A-1.2, Faculty Members cost includes \$260,000 for faculty funded by the Department of Mental Health (DMH). The provision of these services beyond FY 2024-25 is contingent upon continued funding provided by DMH. The County shall provide notice to the University at least 60 days prior to the start of any such Academic Year if there is a reduction or elimination of such DMH funding. The Parties agree that the provision of any such DMH-funded services shall not be subject to any DMH-specific documentation requirements.

Section §A-1.2 includes one Health Services Clinical Scholar that is part of the University’s National Clinical Scholars two-year leadership program that is jointly sponsored and funded by the University and Department of Health Services. Exhibit 1-I.a.13 includes one Health Services Clinical Scholar that will cost \$185,000.

**A-I.4 Fixed, Unit and Total Payments.** During FY 2024-25, County shall compensate University as follows (prices are rounded to the nearest \$500).

| <b>Variable Costs</b>                                  | <b>FY 2023-24<br/>Total Price</b> | <b>FY 2024-25<br/>Total Price</b> |
|--|-----------------------------------|-----------------------------------|
| Program Directors                                      | \$1,292,500                       | \$1,292,500                       |
| Faculty Members  | 540,000                           | 540,000                           |
| <b>University Housestaff Salaries<sup>1</sup></b>      | <b>2,415,500</b>                  | <b>2,559,000</b>                  |
| <b>National Clinician Scholars Program<sup>2</sup></b> | <b>374,000</b>                    | <b>185,000</b>                    |

**Physicians and other Personnel<sup>3</sup>:** Otolaryngology, Pediatric Surgery, Cardiac Electrophysiology, Cardiac Surgery, Thoracic Surgery, Neurosurgery, Neuro-Interventional Radiology, Pediatrics Urology Surgery, Family Medicine, Emergency Medicine, **Toxicology e-**

**ADDENDUM A-I.a-14**

|   |                    |                     |
|---|--------------------|---------------------|
| <b>Consult</b> , and Harbor-Based Academic Personnel Office Analysts <sup>3</sup> | 4,440,500          | <b>5,157,000</b>    |
| Faculty Recruitment/Retention Augmentation  | 386,500            | 386,500             |
| <b>Total Variable Costs:</b>  | <b>\$9,449,000</b> | <b>\$10,120,000</b> |
| <br><b>Fixed Costs</b>  | <b>FY 2023-24</b>  | <b>FY 2024-25</b>   |
|   | <b>Total Price</b> | <b>Total Price</b>  |
| Medhub/AmlOn  | \$118,000          | \$118,000           |
| University Representative   | 34,000             | 34,000              |
| GME Dean  | 41,000             | 41,000              |
| Administrative Personnel Associate Dean Harbor-UCLA                               | 102,500            | 102,500             |
| <b>Total Fixed Costs:</b>   | <b>\$295,500</b>   | <b>\$295,500</b>    |
| <br><b>Total H-UCLA MC Payment:</b>   | <b>\$9,744,500</b> | <b>\$10,415,500</b> |

**A-I.6 Faculty Recruitment & Retention Fund.** Addendum A includes a faculty recruitment and retention fund in the amount of \$386,500 annually to assist in the recruiting of new faculty, sign-on bonuses, academic advancement bonuses, and search firms, advertising and travel.

**A-I.7 Primary County Facilities.** The following facilities shall constitute the Primary County Facilities under this Addendum:

- H-UCLA MC
- Harbor-UCLA Family Health Center
- Long Beach Comprehensive Health Center
- Bellflower Health Center
- Wilmington Health Center
- Torrance Health Center
- Martin Luther King, Jr. Outpatient Center
- Correctional Health Services Locations
- Other DHS Locations (Health Services Clinical Scholar Fellowships Only)
- DMH Locations (Only for purchased Services funded by DMH)

## ADDENDUM A-I.a-14

### FOOTNOTES:

- 1 The increase of \$143,500 represents the UCLA Local Bargaining Unit Agreement with CIR/SEIU resident salary compensation increases of 5% effective July 1, 2024, and corresponding employee benefits, as provided by UCLA.
- 2 Decrease of \$189,000 reflects the deletion of the first year clinical scholars fellow funding. This program is sunsetting at the end of FY 2024-25 and the remaining budget is for the second year fellow.
- 3 Increase of \$716,500 consists of the following:
  - A) Otolaryngology (ENT) Physician Services of \$300,000 that will enable Harbor to increase FTE coverage from 1.2 to 1.8 FTE.
  - B) Cardiac Surgery Physician Services of \$84,000.
  - C) Thoracic Surgery Physician Services of \$90,000.
  - D) Pediatric Surgery Physician Services of \$30,000.
  - E) Neuro-Interventional Radiology (Neuro-IR) Physician Services of \$390,000 to increase FTE coverage from 0.5 to 1.0 FTE.
  - F) Cardiac Electrophysiology (EP) Physician Services of \$110,000 for 0.8 FTE.
  - G) Family Medicine Physician Services of \$35,000.
  - H) Toxicology Consults of \$36,000. The increase is offset by physician specialty contract funding.
  - I) Neurosurgery resident on-call coverage decrease of \$45,000.
  - J) Surgery Urology Physician Service decrease of \$313,500 at MLK Outpatient Center.

## ADDENDUM A-II.a.15

### Purchased Services – OV-UCLA MC and Affiliated Primary County Facilities

FY 2024-25

**A-II.1 General.** Payment for Purchased Services will be calculated based on a combination of fixed and variable payments, as set forth in § A-II.4. In no event shall the fixed or variable rates or the payment methodology under this Addendum A be revised more frequently than every twelve (12) months. Adjustments for FY 2024-25 are described in the Footnotes section below.

**A-II.2 Fixed and Variable Costs.** The Parties agree that payment for Purchased Services should reflect the following variable costs: (a) program directors, (b) faculty members, (c) attendees at Mid-Valley Comprehensive Health Center Family Medicine, hospitalists, Ortho, (d) Physicians on call (PEDS Surgery), (e) Physician EP Services, and (f) faculty recruitment/retention augmentation. Pursuant to § 2.5.2.2, County shall also reimburse University for its cost for any University Housestaff assigned to Primary County Facilities to the extent authorized in Addendum A. The following UCLA and County fixed costs (including salary and benefits where applicable), which may vary within a given range of programs and Housestaff: (a) overall academic infrastructure, including graduate medical education fees, (b) Medhub/AmION, (c) University Representative, (d) University Graduate Medical Education Dean, and (e) University’s administrative personnel.

**A-II.3. Volume of Purchased Services.** For FY 2024-25, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that County’s needs fall outside of such ranges, the Parties may negotiate a different volume of services for specific line items.

Under Paragraph 1-II.1, Exhibit 1-II.a-12, § 1.II.1, sixteen of the 28 psychiatry FTEs are fully funded by DMH for services to be provided at various DMH-operated clinics. Notwithstanding the above paragraph, the provision of these additional FTEs for any period beyond FY 2024-25 shall be contingent upon continued funding by DMH. The County shall provide notice to the University at least 60 days prior to the start of any such Academic Year if there is any anticipated reduction or elimination of such DMH funding. The total number of FTEs to be provided shall then be reduced accordingly.

**A.II.4 Fixed, Unit and Total Payments.** During FY 2024-25, County shall compensate University as follows (all prices are rounded to the nearest \$500):

| Variable Costs  | FY 2023-24<br>Total Price | FY 2024-25<br>Total Price |
|---|---------------------------|---------------------------|
| <b>Program Directors<sup>1</sup></b>                          | <b>\$658,000</b>          | <b>\$105,000</b>          |
| <b>Faculty Members<sup>2</sup></b>                            | 404,500                   | <b>987,500</b>            |
| Attending Physicians (Mid Valley CHC, Family Care, 1.5 FTEs)  | 327,500                   | 327,500                   |
| <b>University Housestaff Salaries<sup>3</sup></b>             | 28,025,000                | <b>30,072,000</b>         |
| <b>Cardiac Electrophysiology EP Services<sup>4</sup></b>      | 245,000                   | <b>275,000</b>            |
| <b>Physicians (Hospitalist)<sup>5</sup></b>                   | 285,000                   | <b>170,000</b>            |
| Physicians (Mid Valley CHC, Ortho, 0.09 FTE)                  | 28,000                    | 28,000                    |
| <b>Physicians on call (PEDS Surgery)</b>                      | 108,000                   | <b>126,000</b>            |
| <b>Faculty Recruitment/Retention Augmentation<sup>6</sup></b> | 568,000                   | <b>522,000</b>            |
| <b>Total Variable Costs:</b>                                  | <b>\$30,649,000</b>       | <b>\$32,613,000</b>       |



## ADDENDUM A-II.a.15

| Fixed Costs                                | FY 2023-24<br>Total Price | FY 2024-25<br>Total Price |
|--|---------------------------|---------------------------|
| <b>Academic Infrastructure<sup>7</sup></b> | \$2,322,500               | <b>\$2,579,000</b>        |
| Medhub / AmlOn                             | 35,000                    | 35,000                    |
| University Representative                  | 31,000                    | 31,000                    |
| GME Dean                                   | 41,000                    | 41,000                    |
| Administrative Personnel                   | 102,500                   | 102,500                   |
| <b>Total Fixed Costs:</b>                  | <b>\$2,532,000</b>        | <b>\$2,788,500</b>        |
| <b>Total OV-UCLA MC Payment:</b>           | <b>\$33,181,000</b>       | <b>\$35,401,500</b>       |

**A-II.5 Faculty Members & Academic Infrastructure.** Addendum A includes funding for University Faculty Members performing direct patient care at Primary County Facilities. To more effectively address the needs of the hospital, Academic Infrastructure was increased with the addition of 1 Fellowship Coordinator, 1 Medicine Resident Coordinator and additional funding for Webmaster with the intention of enabling faculty members to participate in scholarly conferences and symposia to expand and improve their clinical knowledge, to stay abreast of substantive changes to clinical practice, and to recognize physicians for their contributions to the patient care mission of the hospital.

### **A-II.6 Primary Care Residency Program**

To meet clinical needs throughout the Department of Health Services, the University and the County of Los Angeles established a Primary Care Residency Program beginning in FY 2017-18. As an equal partnership between the Department of Health Services and the University, DHS will assume financial responsibility for salaries and benefits for half the complement, per the following schedule.

PGY-1: 3 (FY 2024-25)

PGY-2: 3 (FY 2024-25)

PGY-3: 3 (FY 2024-25)

**Total: 9 FTEs**

In FY 2024-25, the total cost of purchased services for the Primary Care Residency Program is \$1,033,500.

**A-II.7 Faculty Recruitment & Retention Augmentation.** Addendum A includes a faculty recruitment and retention fund in the amount of \$522,000 annually to assist in the recruiting of new faculty, sign-on bonuses academic advancement bonuses, and search firms, advertising and travel. To ensure accountability, the Facility Joint Planning Operations Committee will make all determinations regarding the use of this fund.

**A-II.8 Primary County Facilities.** The following facilities shall constitute the Primary County Facilities under this Addendum:

OV-UCLA MC

Mid-Valley Comprehensive Health Center

Glendale Health Center

San Fernando Health Center

Correctional Health Services Locations

DMH Locations (Only for purchased Services funded by DMH)

## ADDENDUM A-II.a.15

### A-II.9 Electrophysiologist Services

**Description of Services.** University shall provide a certified Electrophysiologist (EP) to provide services for OV-UCLA MC and affiliated Primary County Facilities. Services shall include specialty consults and EP procedures, and clinic work., The total per week may also include resident training and after hour calls on an as needed basis.

### A-II.10 Physician call coverage for Pediatric Surgery Services

**Description of Services.** University shall provide a physician call services on an as-needed basis to ensure coverage of patient backlogs.

## FOOTNOTES

- 1 Reduced budget for Program Director based on UCLA's historical actual expenses.
- 2 Increased budget for Faculty Members based on UCLA's historical actual expenses.
- 3 Housestaff Salaries increase of \$2,047,000 consists of the following:
  - A) UCLA Local Bargaining Unit Agreement with CIR/SEIU increased Resident salary compensation by 5% totaling \$1,135,000 effective 7/1/2024. The \$12,000 housing stipend for each PGY continues to be included in the salary costs.
  - B) The annual Employee Benefits rate increased from 23.09% to 24.92%, resulting in a \$702,000 increase.
  - C) Addition of 1.0 PPGY-2 Internal Medicine (IM) for Dermatology at a cost of \$114,500.
  - D) The reduction of (\$131,000) for one PGY-6 from the OVMC Sponsored Hem/Onc.
  - E) \$134,500 for CIR Housestaff Union Benefits- Relocation reimbursement.
  - F) \$92,000 for CIR Housestaff Union Benefits – Licensing fee reimbursement
- 4 Pediatric Surgery Physician Services of \$18,000 to align to current UCLA faculty salary rates for the provided volume/frequency of services.
- 5 Reduced budget for Physician Hospitalist based on UCLA's historical actual expenses.
- 6 Reduced budget for Faculty Recruitment/Retention Augmentation based on UCLA's historical actual expenses.
- 7 Increased budget for Academic Infrastructure based on UCLA's historical actual expenses.

ADDENDUM A-III.a.4

**Purchased Services – Los Angeles General Medical Center (LA General)**

FY 2024-25

A-III.1 University shall provide the following services as set forth below:

A-III.1.1 Electrophysiologist Services<sup>1</sup>

**A-III.1.1.1 Description of Services.** University shall provide a certified Electrophysiologist (EP) to provide services for 28 hours per week at LA General. Services shall include 20 hours per week of specialty consults and EP procedures, and 8 hours per week of clinic work, whereby the total of 28 hours per week may also include resident training and after hour calls on an as needed basis.

**A-III.1.1.2 Payment and Fixed Costs.** The Parties agree that County shall pay University a fixed total of \$48,583.33 per month (\$583,000 annually) for services set forth in §A-III.1.1.1. Such total includes the annual cost of \$110,000 for the addition of one clinic session and one procedure block for LA General Cardiac Electrophysiology (EP) services, all subject to adjustment based on County’s reconciliation of claims submitted by the University to support such payment. Such payment will be paid quarterly in advance as set forth in Paragraph 6, “Payment for Purchased Services.” and shall be in addition to the Contract Maximum set forth under this Agreement.

A-III.1.2 Physician Call Coverage for Pediatric Surgery<sup>2</sup>

**A-III.1.2.1 Description of Services.** University shall provide an on-call pediatric surgeon to cover after hours and vacation coverage for a County-employed pediatric surgeon at LA General Medical Center for a total of 18 call days per month.

**A-III.1.2.2 Payment and Fixed Costs.** The Parties agree that County shall pay University a fixed total of \$15,708.33 per month (\$188,500 annually) to reimburse University for 18 call days per month services set forth in §A-III.1.2.1. Such payment will be paid quarterly in advance as set forth in Paragraph 6, “Payment for Purchased Services,

**A-III.3. Volume of Purchased Services.** For FY 2024-25, University shall provide Purchased Services as needed within the ranges set forth in this Addendum. In the event that the County’s needs fall outside of such ranges, the Parties may negotiate a different volume of services, and amend the Agreement accordingly.

**A-III.4. Primary County Facilities.** The following facility shall constitute the Primary County Facilities under this Addendum:

LA General

**A-III.5 Total Payments.** During FY 2024-25, County shall compensate University as follows (all prices are rounded to the nearest \$500):

|                          | FY 2023-24 | FY 2024-25 |
|--------------------------|------------|------------|
| Total LA General Payment | \$635,000  | \$771,500  |

## ADDENDUM A-III.a.4

### FOOTNOTES

- 1 Cardiac Electrophysiology (EP) Services of \$110,000 to align to current faculty salary rates for the provided volume/frequency of services.
- 2 Pediatric Surgery Physician Services of \$26,500 to align to current faculty salary rates for the provided volume/frequency of services.

**ADDENDUM A-IV.a.15**

**Total Payments**

**FY 2024-25**

|                                | <b>FY 2023-24</b>   | <b>FY 2024-25</b>   |
|--------------------------------|---------------------|---------------------|
| H-UCLA MC Purchased Services*  | <b>\$9,744,500</b>  | <b>\$10,415,500</b> |
| OV-UCLA MC Purchased Services* | <b>\$33,181,000</b> | <b>\$35,401,500</b> |
| LA General Purchased Services* | <b>\$635,000</b>    | <b>\$771,500</b>    |
| <b>Total Payments</b>          | <b>\$43,560,500</b> | <b>\$46,588,500</b> |

\* Includes Purchased Services that may be provided for affiliated Primary County Facilities.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

|  |  |  |
|--|--|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>  | 10/30/2024   |  |
| <b>BOARD MEETING DATE</b>  | 11/19/2024   |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                       | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup> |  |
| <b>DEPARTMENT(S)</b>   | Department of Public Health  |  |
| <b>SUBJECT</b>   | Approval to execute an amendment to the Master Agreement Work Order with Team Friday, Inc. for Community Based Communication and Engagement Campaigns Media Services   |  |
| <b>PROGRAM</b>   | Executive Office, Office of Communications and Public Affairs  |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| <b>SOLE SOURCE CONTRACT</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
|  | If Yes, please explain why:  |  |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable   |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>   | Future of Public Health Funding must be spent by June 30, 2025.  |  |
| <b>COST &amp; FUNDING</b>  | Total cost:<br>\$4,741,500   | Funding source:<br>Centers for Disease Control and Prevention (CDC), Assistance Listing Number (ALN) 93.354; California Department of Public Health (CDPH) Future of Public Health; Care First Community Investment (CFCI); CDPH Youth Suicide Prevention Reporting and Crisis Response Pilot Program (YSPR) funds; CDPH Maternal Child and Adolescent Health (MCAH) Division California Home Visiting Program (CHVP) State General Fund (SGF); National Association of County and City Health Officials (NACCHO) Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships fund; County of Los Angeles (County) Quality and Productivity Commission Productivity Investment Fund (PIF); Community Public Health Teams (CPHT); Marketing Solutions to Improve Quality and Productivity (24.15); CDPH Perinatal Equity Initiative (PEI); California Department of Social Services (CDSS) CalWORKS grant; State Childhood Lead Poisoning Prevention grant; Health Resources and Services Administration's Maternal and Child Health Bureau (HRSA) Title V Block Grant; and net County cost |
|  | TERMS (if applicable):<br>Period: July 1, 2024, through June 30, 2025  |  |
|  | Explanation:   |  |

|   |  |
|---|--|
| <b>PURPOSE OF REQUEST</b>   | Public Health is requesting the Director of Department of Public Health (Public Health), or designee, be delegated authority to execute an amendment to Master Agreement Work Order (MAWO) Number PH-005104-W1 with Team Friday, Inc for the provision of community-based communication and engagement campaigns media services, to increase the maximum annual obligation by \$3,054,000 from \$1,687,500 to \$4,741,500 for the period of July 1, 2024, through June 30, 2025.   |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | Public Health is addressing critical public health challenges such as suicide prevention, maternal and infant health disparities, public health information accessibility, and childhood lead poisoning. Initiatives like the Home Visiting Program and the African American Infant and Maternal Mortality (AAIMM) Initiative are tackling systemic issues and health inequities. The amendment to increase funding with Team Friday supports these efforts, enhancing Public Health’s capacity to develop and disseminate impactful public health communications through media campaigns and engage diverse community partners.   |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain how:<br>This funding will support expanded and targeted communication and engagement media campaigns to promote suicide prevention, childhood lead poisoning prevention, maternal health programs, including black infant health, home visiting programs and doula and fatherhood programs, and access to public health information accessibility, all areas which impact certain individuals and communities disproportionately due to their health status, limited access to care, and/or social determinants of health. These campaigns will enable Public Health to help reduce these health inequities. |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how: Board Priority #3: Care First Jails Last/Justice Reform. Public Health is dedicated to addressing a range of pressing public health challenges through a variety of media campaigns. This amendment will support key initiatives with a focused on suicide prevention, maternal and infant health, public health information accessibility, and childhood lead poisoning prevention.   |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email:<br>Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871, <a href="mailto:jbobrowsky@ph.lacounty.gov">jbobrowsky@ph.lacounty.gov</a><br>Brett Morrow, Chief Communications Officer, (323) 715-7977 <a href="mailto:bmorrow@ph.lacounty.gov">bmorrow@ph.lacounty.gov</a><br>Blaine McPhillips, Senior Deputy County Counsel, (213) 974-1920 <a href="mailto:bmcpillips@counsel.lacounty.gov">bmcpillips@counsel.lacounty.gov</a>  |



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**DRAFT**

**BOARD OF SUPERVISORS**

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County Health Officer

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Fourth District

**Kathryn Barger**  
Fifth District

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

November 19, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE AN AMENDMENT TO THE MASTER AGREEMENT WORK ORDER WITH TEAM FRIDAY, INC. FOR COMMUNITY BASED COMMUNICATION AND ENGAGEMENT CAMPAIGNS MEDIA SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute an amendment to the Master Agreement Work Order with Team Friday, Inc. to increase the maximum obligation for the period of July 1, 2024, through June 30, 2025.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute an amendment, substantially similar to Exhibit I, to Master Agreement Work Order (MAWO) Number PH-005104-W1 with Team Friday, Inc. (Team Friday) for the provision of Community Based Communication and Engagement Campaigns Media Services, to increase the maximum obligation by \$3,054,000 from \$1,687,500 to \$4,741,500 for the period of July 1, 2024, through June 30, 2025, 100 percent funded by Centers for Disease Control and Prevention (CDC), Assistance Listing Number (ALN) 93.354; California Department of Public Health (CDPH) Future of Public Health; Care First Community Investment (CFCI); CDPH Youth Suicide Prevention Reporting and Crisis Response Pilot Program (YSPP) funds; CDPH



Maternal Child and Adolescent Health (MCAH) Division California Home Visiting Program (CHVP) State General Fund (SGF); National Association of County and City Health Officials (NACCHO) Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships fund; County of Los Angeles (County) Quality and Productivity Commission Productivity Investment Fund (PIF); Community Public Health Teams (CPHT): Marketing Solutions to Improve Quality and Productivity (24.15); CDPH Perinatal Equity Initiative (PEI); California Department of Social Services (CDSS) CalWORKS grant; State Childhood Lead Poisoning Prevention grant; Health Resources and Services Administration's Maternal and Child Health Bureau (HRSA) Title V Block Grant; and net County cost.

2. Delegate authority to the Director of Public Health, or designee, to execute amendments to the MAWO that: a) extend the term for an additional one-year period through June 30, 2026, at amounts to be determined by the Director of Public Health, contingent upon availability of funds and contractor performance; b) allow the rollover of unspent MAWO funds; and c) provide an increase or decrease in funding up to 25 percent above or below each period's annual base maximum amount, effective upon amendment execution or at the beginning of the applicable MAWO period, update the scope of work, as necessary; and/or correct errors in the MAWO's terms and conditions, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office. Future increases or amendments will not exceed \$2,000,000 annually without additional delegated authority from your Board.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Public Health is dedicated to addressing a range of pressing public health challenges through a variety of media campaigns. To this end, additional funding has been identified to continue to support key initiatives with a focus on maternal, child, and infant health, youth suicide prevention, public health information accessibility, and childhood lead poisoning. These efforts are crucial for enhancing the health and well-being of all Los Angeles County (LAC) residents by leveraging strategic communication and community engagement to make a tangible difference in critical areas throughout LAC.

The infant mortality rate is an important indicator of the overall health of a community because it is associated with many factors, including access to quality medical care, health status, and general living conditions. The birth of a baby is an exciting time, but it can also be overwhelming, especially for those communities or populations facing racial-ethnic, geographic, sociodemographic disparities.

The years between childhood and adulthood include significant cognitive, mental, emotional, and social changes, which can lead to various mental health challenges that can be associated with an increased risk for suicide<sup>1</sup>. Between 2016 and 2020, suicide was the third leading cause of death among 10 to 24-year-old LAC residents<sup>2</sup>. During the same period, non-fatal suicide attempts among youth were more common than fatal

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<sup>1</sup> <https://youth.gov/youth-topics/youth-suicide-prevention>

<sup>2</sup> 1 Centers for Disease Control and Prevention, National Center for Health Statistics. Underlying Cause of Death 1999-2020 on CDC WONDER Online Database, released in 2021. Data are from the Multiple Cause of Death Files, 1999-2020, as compiled from data provided by the 57 vital statistics jurisdictions through the Vital Statistics Cooperative Program.

suicides. For each youth suicide, 16 young people are treated for suicide attempts in hospitals and emergency departments. This rate is ten times higher than that of people aged 55 and over, and their hospitalization rate for suicide attempts is twice as high as that of older adults.

Additionally, while limited data is available at the local level, lesbian, gay, bisexual, transgender and trans, queer and questioning, intersex, asexual or agender, and two-spirit (LGBTQIA2S+) youth are likely more impacted by suicidal behavior than others of the same age. The Trevor Project's 2023 U.S. National Survey on the Mental Health of LGBTQIA2S+ Young People found that 41% of LGBTQIA2S+ young people seriously considered attempting suicide in the past year, including roughly half of transgender and nonbinary youth<sup>3</sup>. Media efforts addressing suicide prevention under this amendment will focus on the unique demographics, culture, and needs of Los Angeles County. This localized approach will differ from national and statewide campaigns by considering L.A.'s diverse communities. Tailoring these efforts to the local context will ensure greater cultural relevance and community impact.

The amendment to the Team Friday MAWO continues to align with Team Friday's and Public Health's overarching goals and current work and enhances the ability to coordinate, develop, and disseminate timely messages through multiple communication strategies. By increasing funding in this MAWO, Team Friday can continue to effectively produce and place more culturally responsive content within community-preferred communication channels, ensuring that Public Health's outreach resonates with the diverse population of LAC. Team Friday, Public Health, and community partners are collaborating, which is crucial for amplifying Public Health's reach and impact, fostering a well-informed community where public health initiatives are more effectively received and acted upon. This amendment will support communication activities that continue to bolster efforts to ensure the overall health of the child from pregnancy to young adult, which may include but not be limited to, childhood lead poisoning prevention, the Home Visiting Program, the African American Infant and Maternal Mortality (AAIMM) Initiative, doula and fatherhood programs, and suicide prevention.

Approval of Recommendation 1 will allow Public Health to amend MAWO Number PH-005104-W1 with Team Friday to increase the maximum obligation, to continue current media services, as well as add additional community-based communication and engagement media service campaigns.

Approval of Recommendation 2 will allow Public Health to execute amendments to the MAWO that: a) extend the term for an additional one-year period; b) allow the rollover of unspent MAWO funds; and c) provide an increase or decrease in funding up to 25 percent above or below each period's annual base maximum total not to exceed \$2,000,000 annually; update the scope of work; and/or correct errors in the MAWOs terms and conditions, as necessary.

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<sup>3</sup> Sarkodee-Adoo N. and Sternfeld I. et al., "Youth Suicides and Suicide Attempts in Los Angeles County (2016-2020) Los Angeles County Department of Public Health, Office of Violence Prevention, 2022.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support North Star I, Making Investments that Transforms Lives – Healthy Individuals and Families and North Star 2, Foster Vibrant and Resilient Communities – Public Health of the County’s Strategic Plan.

## **FISCAL IMPACT/FINANCING**

Total cost of the MAWO amendment for the period of July 1, 2024, through June 30, 2025, is \$4,741,500, funded by CDC, CDPH Future of Public Health, CFCI, CDPH YSPP, CHVP, CPHT, SGF, CHVP MIECHV, NACCHO Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships, County Quality and Productivity Commission PIF, CDPH PEI, CDSS CalWORKS grant, CDPH Childhood Lead Poisoning Prevention Grant, HRSA Title V Block Grant; and net County cost.

Funding for this action has been included in Public Health’s fiscal year (FY) 2024-25 Adopted Budget and will be included in future FYs as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As required under Board Policy 5.120, your Board was notified on March 7, 2024, of Public Health’s request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation. A ten percent delegated authority will not allow sufficient flexibility to adjust for higher costs tied to contracts that support media services, including messaging regarding COVID-19 and other communicable diseases. Given the numerous funding shifts across a wide range of service contracts Public Health is forecasting the continuous need to have the flexibility to shift such costs, which may result in the increase or decrease of funds, greater than the standard 10 percent.

County Counsel has reviewed and approved Exhibit I as to form.

## **CONTRACTING PROCESS**

On March 7, 2023, Public Health released a Community Based Communication and Engagement Campaigns Work Order Solicitation (MEDIA-WOS-24). Team Friday was awarded the MAWO for the initial year term, and the MAWO was executed on June 29, 2023.

On March 26, 2024, I notified your Board that I was exercising delegated authority to amend the MAWO for the period of July 1, 2023, through June 30, 2024, to increase the total annual funding by \$100,000, increasing the total annual maximum obligation from \$1,000,000 to \$1,100,000, a total increase of ten percent.

On April 23, 2024, your Board approved an amendment to the MAWO to increase the maximum obligation by \$1,100,000 from \$1,100,000 to \$2,200,000 for the period of July 1, 2023, through June 30, 2024, and extend the term through June 30, 2025, at a maximum obligation of \$1,350,000 for the period of July 1, 2024, through June 30, 2025.

The Honorable Board of Supervisors

November 19, 2024

Page 5

On September 16, 2024, I notified your Board that I was exercising delegated authority to amend the MAWO for the period of July 1, 2024, through June 30, 2025, to increase the total annual funding by \$337,500, increasing the total annual maximum obligation from \$1,350,000 to \$1,687,500, a total increase of 25 percent.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow Public Health to expand current media service campaigns in support of community-based communication and engagement in LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

Enclosure

BF:mo  
#07842

c: Executive Officer, Board of Supervisors  
Chief Executive Office  
County Counsel

**Master Agreement Number: PH-005104**

Work Order Number: PH-005104-W1

**Amendment Number 4**

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH  
MASTER AGREEMENT WORK ORDER  
FOR  
COMMUNITY BASED COMMUNICATION AND ENGAGEMENT CAMPAIGNS  
MEDIA SERVICES  
TEAM FRIDAY, INC.**

THIS AMENDMENT is made and entered into on \_\_\_\_\_,

by and between THE COUNTY OF LOS ANGELES  
(hereafter "County"),

and TEAM FRIDAY, INC.  
(hereafter "Contractor").

WHEREAS, on February 17, 2023, the County and Contractor entered into Master Agreement Number PH-005104 to provide media services for Public Health; and

WHEREAS, reference is made to Master Agreement Number PH-005104 (referred to as "Master Agreement"), between County and Contractor, and

WHEREAS, on June 29, 2023, County and Contractor entered into Master Agreement Work Order (MAWO) Number PH-005104-W1 to provide Community Based Engagement and Communication Campaigns to support Media Services in Los Angeles County, and

WHEREAS, on March 28, 2024, County and Contractor executed Amendment Number 1 to the MAWO to increase the budget; and

WHEREAS, on April 30, 2024, County and Contractor executed Amendment Number 2 to the MAWO to increase the budget and extend the term through June 30, 2025; and

WHEREAS, on September 17, 2024, County and Contractor executed Amendment Number 3 to the MAWO to increase the budget for the period of July 1, 2024, through June 30, 2025; and

WHEREAS on November 19, 2024, the Board of Supervisors authorized and delegated authority to the Director of Public Health (Public Health), or designee, to execute Amendment Number 4 to the MAWO to increase the maximum obligation by \$3,054,000 from \$1,687,500 to \$4,741,500 for the period of July 1, 2024, through June 30, 2025; and

WHEREAS, the County has been allocated funds from the Centers for Disease Control and Prevention (CDC), Assistance Listing Number (ALN) 93.354; California Department of Public Health (CDPH) Future of Public Health; Care First Community Investment (CFCI);

CDPH Youth Suicide Prevention Reporting and Crisis Response Pilot Program (YSPP) funds; CDPH Maternal Child and Adolescent Health (MCAH) Division California Home Visiting Program (CHVP) State General Fund (SGF); National Association of County and City Health Officials (NACCHO) Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships fund; County of Los Angeles (County) Quality and Productivity Commission Productivity Investment Fund (PIF); Community Public Health Teams (CPHT): Marketing Solutions to Improve Quality and Productivity (24.15); CDPH Perinatal Equity Initiative (PEI); California Department of Social Services (CDSS) CalWORKS grant; State Childhood Lead Poisoning Prevention grant; and Health Resources and Services Administration's Maternal and Child Health Bureau (HRSA) Title V Block Grant, of which a portion of these has been designated to this MAWO; and

WHEREAS, it is the intent of the parties hereto to amend the MAWO to increase the Maximum Total Amount by \$3,054,000 from \$1,687,500 to \$4,741,500, for the period of July 1, 2024, through June 30, 2025, and make other hereafter designated changes to the MAWO; and

WHEREAS, Paragraph 8.1 of the Master Agreement, Amendments provides that changes may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of this MAWO.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective upon date of execution for the period of July 1, 2024, through June 30, 2025.

2. Effective on the date of this Amendment, Attachment C-3.1, Budget, shall be deleted in its entirety and replaced with, Attachment C-3.2, Budget, attached hereto, and incorporated herein by reference. All references in the MAWO to "Attachment C-3.1, Budget" shall be deemed amended to state "Attachments C-3.2, Budget".

3. Paragraph 6.0, FUNDING SOURCE, is deleted in its entirety and replaced as follows:

**"6.0 FUNDING SOURCE**

Provision of services under this MAWO for Community Based Communication and Engagement Campaigns are 100 percent offset by Centers for Disease Control and Prevention (CDC), Assistance Listing Number (ALN) 93.354; California Department of Public Health (CDPH) Future of Public Health; Care First Community Investment (CFCI); CDPH Youth Suicide Prevention Reporting and Crisis Response Pilot Program (YSPP) funds; CDPH Maternal Child and Adolescent Health (MCAH) Division California Home Visiting Program (CHVP) State General Fund (SGF); National Association of County and City Health Officials (NACCHO) Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through

Community Partnerships fund; County of Los Angeles (County) Quality and Productivity Commission Productivity Investment Fund (PIF); Community Public Health Teams (CPHT): Marketing Solutions to Improve Quality and Productivity (24.15); CDPH Perinatal Equity Initiative (PEI); California Department of Social Services (CDSS) CalWORKS grant; State Childhood Lead Poisoning Prevention grant; Health Resources and Services Administration’s Maternal and Child Health Bureau (HRSA) Title V Block Grant; and net County cost.”

4. Paragraph 7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT, subparagraph 7.1, is deleted in its entirety and replaced as follows:

“7.1 The Maximum Total Amount that County will pay Contractor for all services provided under this MAWO will not exceed the amount of two million one hundred thousand dollars (\$2,100,000) for the period of July 1, 2023, through June 30, 2024, as set forth in Attachment C-2, Budget, attached hereto and incorporated herein, and four million seven hundred forty one thousand five hundred dollars (\$4,741,500) for the period July 1, 2024, through June 30, 2025, as set forth in Attachment C-3.2, Budget, attached hereto and incorporated herein, for a total Maximum Total Amount of six million eight hundred forty one thousand five hundred dollars (\$6,841,500).”

5. Attachment C-3.1, Budget, is deleted in its entirety and replaced with, Attachment C-3.2, Budget, attached hereto, and incorporated herein by reference. All references in the MAWO to “Attachment C-3.1, Budget” are deemed amended to state “Attachment C-3.2, Budget”.

6. Except for the changes set forth herein, all terms and conditions of the MAWO remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized offer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

TEAM FRIDAY, INC.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
DAWYN R. HARRISON  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By: \_\_\_\_\_  
Contracts and Grants Division Management

#07842:mo



**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
COMMUNITY BASED COMMUNICATION AND ENGAGEMENT CAMPAIGNS**

**Term 2: July 1, 2024 through June 30, 2025**

| <b>BUDGET SUMMARY</b><br><b>(Schedule of Projected Costs)</b>  |                     |
|--|---------------------|
| <b>COST CATEGORY</b>   | <b>AMOUNT</b>       |
| <b>Budget Category I: 4.1 Coordination of messages and activities across multiple communication platforms.</b>   | <b>\$ 1,059,000</b> |
| <b>Budget Category II: 4.2 Production and placement of culturally responsive assets in community preferred communication channels</b>  | <b>\$ 2,667,000</b> |
| <b>Budget Category III: 4.3 Identification and engagement of trusted community partners and audiences to advise, promote and support public health communication campaigns that build trust and confidence</b> | <b>\$ 1,015,500</b> |
| <b>TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK</b>   | <b>\$ 4,741,500</b> |

**Detailed Budget Breakdown 2024-2025:**

| <b>Positions</b>                        | <b>Number of Employees</b> | <b>Salary/Cost*</b> | <b>Description/Justifications</b>   | <b>Notes</b>            |
|---|----------------------------|---------------------|---|-------------------------|
| Chief Executive Officer                 | 1                          | \$145,000           | Administrative and strategic support for all DPH media and engagement. Billed hourly as necessary at \$225.   | Budget Category 1, 2, 3 |
| COO/VP Planning and Strategy            | 1                          | \$220,500           | Administrative and strategic support for all DPH earned and paid media and engagement. Billed hourly as necessary at \$200.   | Budget Category 1, 2, 3 |
| VP Client Services/Director of Strategy | 1                          | \$187,500           | Administrative and strategic support for all DPH coordination and engagement. Billed hourly as necessary at \$200.  | Budget Category 1, 2, 3 |
| Account Executives                      | 2                          | \$272,000           | Administrative and strategic support for all DPH account coordination and creative projects. Billed as necessary hourly at \$150. Includes one FT and one creative support. | Budget Category 1, 2, 3 |
| Coordinator, Media Buyer                | 1.5                        | \$233,000           | Administrative and strategic support for all DPH paid media buying and vendor coordination. Billed hourly as necessary at \$150.  | Budget Category 1, 2, 3 |
| Manager, Media and Communications       | 1                          | \$140,000           | Supports the communications strategy and development, including research and trainings. Billed hourly as necessary at \$150 per hour.                                       | Budget Category 1, 2, 3 |

ATTACHMENT C-3.2 BUDGET

|                                  |     |                    |  |                         |
|----------------------------------|-----|--------------------|--|-------------------------|
| Creative Director                | 1   | \$225,000          | Design and Creative support for all DPH for all DPH media and engagement. Billed hourly as necessary at \$200.                                   | Budget Category 1, 2, 3 |
| Graphic Designers                | 2.5 | \$283,000          | Design and Creative support for all DPH media and engagement. Billed hourly as necessary at \$150 or \$90 (dependent on experience).             | Budget Category 1, 2, 3 |
| Copy Writer and Messaging Expert | 1   | \$37,000           | Supports the copy writing of ad specific units in coordination with the Accounts, Media and Creative Teams. Billed hourly as necessary at \$165. | Budget Category 1,2,3   |
| <b>Subtotal:</b>                 |     | <b>\$1,743,000</b> |  |                         |

| <b>Services and Supplies</b>        | <b>Cost</b> | <b>Description</b>  | <b>Notes</b>      |
|-------------------------------------|-------------|---|-------------------|
| Media Buying / Digital media Buying | \$2,021,500 | Budget to negotiate effectively and steward media buys for the LA County Department of Public Health including but not limited to OOH, digital, and paid partnerships. Serve as media specialist providing insights on the media marketplace, macro-trends, and opportunities across for highly targeted platforms. Collaborate with internal teams to build and execute buying and test strategies that drive the overall campaign strategy. (Inclusive 10% media buying fee.) | Budget Category 2 |

ATTACHMENT C-3.2 BUDGET

|  |              |   |                       |
|--|--------------|---|-----------------------|
| Creative Media Services  | \$212,000    | Develop PSA's, license photography, video production, music, media legal reviews, printing, and other services as part of media campaigns and buying.   | Budget Category 2, 3  |
| Community Public Health Teams - CEU Research and Discovery (Phase 1)                               | \$187,500    | Research and develop trusted messenger support functions for community engagement to gather comprehensive insights into each CPHT community and partnership, and to develop tailored communication plans. | Budget Category 1, 3  |
| Training and Office Hours Support  | \$15,000     | Develop and conduct two trainings of Youth Ambassador program to create content for Youth Ambassador Public Health channels. Also hold two office hours for questions and additional insights.            | Budget Category 1,2,3 |
| Community Public Health Teams - CEU Development of Local Messaging & Plan for Deployment (Phase 2) | \$187,500.00 | Create localized messaging and tactical plans for effective dissemination and to build capacity among CPHT partners.  | Budget Category 1,2,3 |
| Community Public Health Teams - CEU Community Feedback to Refine Messaging Development (Phase 3)   | \$312,500.00 | Develop and refine messaging and tactics based on community feedback, and to continue capacity building efforts.  | Budget Category 1,2,3 |
| Community Public Health Teams - Final Recommendations and Report (Phase 4)                         | \$62,500.00  | Provide CEU, internal stakeholders, and partners a comprehensive summary of the project outcomes and recommendations for future engagement.   | Budget Category 1,2,3 |

ATTACHMENT C-3.2 BUDGET

|                         |                    |  |  |
|-------------------------|--------------------|--|--|
| <b>Subtotal:</b>        | <b>\$2,998,500</b> |  |  |
| <b>Total FY 2024-25</b> | <b>\$4,741,500</b> |  |  |

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

**DRAFT**

Board Letter

Board Memo

Other

|   |   |   |
|---|---|---|
| <b>CLUSTER AGENDA REVIEW DATE</b>   | 10/30/2024  |   |
| <b>BOARD MEETING DATE</b>   | 11/19/2024  |   |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>  | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>  |   |
| <b>DEPARTMENT(S)</b>  | Mental Health   |   |
| <b>SUBJECT</b>  | Request approval to execute a new sole source contract with Urban Action Network, LLC, to provide consultation, facilitation, and community engagement services.  |   |
| <b>PROGRAM</b>  | MHSA  |   |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| <b>SOLE SOURCE CONTRACT</b>   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain why: Contractor is the only bona fide source for these services, and prior to this contract they were providing these services via a contract with CalMHSA and that Contract is about to expire.  |   |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable  |   |
| <b>DEADLINES/ TIME CONSTRAINTS</b>  | 11/19/2024  |   |
| <b>COST &amp; FUNDING</b>   | Total cost:<br>\$1,733,656  | Funding source:<br>MHSA Planning and Outreach Engagement Revenues |
|   | TERMS (if applicable):  |   |
|   | Explanation:  |   |
| <b>PURPOSE OF REQUEST</b>   | Request approval to execute a new sole source contract with Urban Action Network, LLC, to provide consultation, facilitation, and community engagement services   |   |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | <p>The existing CalMHSA contract with UAN will expire in November 2024, and, as the only bona fide source with the requisite experience to provide the requested services, DMH will execute a contract with UAN to continue to receive the vast range of supports that comes with UAN's experience.</p> <p>The founder and principal facilitator of UAN, Rigoberto Rodriguez, Ph.D., M.U.R.P., specializes in facilitating large scale policy and systems change efforts, multi-racial/ethnic community organizing, and stakeholder engagement processes. For over 25 years, Dr. Rodriguez has worked with community-based nonprofits, public agencies, and foundations to facilitate complex community and systems change initiatives.</p> |   |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:  |   |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how: <b>Healthcare Integration:</b> Through robust community stakeholder engagement and capacity building support, facilitate integrated access to high-quality services across the departments of Mental Health, Health Services, and Public Health.<br><b>Anti-Racism, Diversity and Inclusion:</b> Facilitate planning processes for the ARISE Division, to generate a shared understanding and agreement on a vision, core values, and structure (i.e., roles, relationships, processes, and resources) to help create an anti-racist agenda.  |   |
| <b>DEPARTMENTAL CONTACTS</b>  | Name, Title, Phone # & Email:<br>Rachel Kleinberg, Senior Deputy County Counsel, 213.392.6668,<br><a href="mailto:rkleinberg@counsel.lacounty.gov">rkleinberg@counsel.lacounty.gov</a><br>Kalene Gilbert, Mental Health Program Mgr., (213) 943-8223, <a href="mailto:KGilbert@dmh.lacounty.gov">KGilbert@dmh.lacounty.gov</a>  |   |



**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

LISA H. WONG, Psy.D.  
Director

Curley L. Bonds, M.D.  
Chief Medical Officer

Rimmi Hundal, M.A.  
Chief Deputy Director

November 19, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH URBAN  
ACTION NETWORK, LLC, TO PROVIDE CONSULTATION, FACILITATION, AND  
COMMUNITY ENGAGEMENT SERVICES  
(ALL SUPERVISORIAL DISTRICT)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a new sole source contract with Urban Action Network, LLC, to provide consultation, facilitation, and community engagement services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute a new sole source contract, substantially similar to Attachment I, with Urban Action Network, LLC (UAN), to provide consultation, facilitation, and community engagement services to the Mental Health Services Act (MHSA) Community Stakeholder process, Anti-Racism Diversity and Inclusion (ARDI) Leadership, Department of Mental Health (DMH) Staff Advisory Council, and the Office of Peer Services, effective upon Board approval through June 30, 2026 with three optional one-year extensions. The Total Contract Amount (TCA) is \$1,733,656, \$552,712 for Fiscal Year (FY) 2024-25 and \$1,180,944 for FY 2025-26, fully funded by MHSA revenues.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the sole source contract in Recommendation 1, to: revise the language; add, delete, modify, or replace the Statement of Work; reflect federal,

State, and County regulatory and/or policy changes; increase the TCA provided that: 1) it will not exceed an increase of 10 percent from the applicable TCA approved by your Board in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the sole source contract described in Recommendation 1 in accordance with the contract's termination provisions, including Termination for Convenience. The Director, or designee, will provide written notification to your Board and CEO of such termination action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval of Recommendation 1 will allow DMH to execute a new sole source contract with UAN through June 30, 2026, with three optional one-year extensions, to provide consultation, facilitation, and community engagement services.

Board approval of Recommendation 2 will allow DMH to amend the sole source contract as needed, without interruption to services.

Board approval of Recommendation 3 will allow DMH to terminate the sole source contract in accordance with the contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

### **Implementation of Strategic Plan Goals**

These recommended actions support the County's Strategic Plan North Star 3, Realize Tomorrow's Government Today, specifically Focus Area Goal A – Communication and Public Access, and Focus Area Goal C – Equity-Centered Policies and Practices.

### **FISCAL IMPACT/FINANCING**

The total allocation for FY 2024-25 is \$552,712, fully funded by MHSA revenues. Sufficient funding is included in DMH's Adopted Budget for FY 2024-25 for this action.

The allocation for FY 2025-26 is \$1,180,944 and will be requested through DMH's annual budget request process.

There is no impact on net County cost for this action.



## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The services provided by UAN are currently secured through a contract with the California Mental Health Services Authority (CalMHSA). Through this contract, UAN provides consultation, facilitation, and community engagement services to the MHSA Community Stakeholder process, ARDI Leadership, DMH Staff Advisory Council and the Office of Peer Services. The existing CalMHSA contract with UAN will expire on November 2024, and, as the only bona fide source with the requisite experience to provide the requested services, DMH will execute a contract with UAN to continue to receive the vast range of supports that comes with UAN's experience.

The founder and principal facilitator of UAN, Rigoberto Rodriguez, Ph.D., M.U.R.P., specializes in facilitating large scale policy and systems change efforts, multi-racial/ethnic community organizing, and stakeholder engagement processes. For over 25 years, Dr. Rodriguez has worked with community-based nonprofits, public agencies, and foundations to facilitate complex community and systems change initiatives. Since 2007, Dr. Rodriguez has served as the principal facilitator for the MHSA System Leadership Team. With Dr. Rodriguez's extensive experience, UAN will continue to work with DMH to enhance system improvements through the Community Stakeholder process with the intent of strengthening the mental health system by increasing efficiency and offering greater access to care for residents countywide.

The attached sole source contract (Attachment I) has been approved as to form by County Counsel.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on September 11, 2024, (Attachment II) of its intent to execute a new sole source contract with UAN to provide consultation, facilitation, and community engagement services to the MHSA Community Stakeholder process, ARDI Leadership, DMH Staff Advisory Council, and the Office of Peer Services and as we did not hear otherwise we are moving forward with this action. The required Sole Source Checklist (Attachment III), approved by the CEO, is also attached.

As mandated by your Board, the performance of this sole source contract will be evaluated by DMH on an annual basis to ensure compliance with all contract terms and performance standards.

## **IMPACT ON CURRENT SERVICES OR PROJECTS**

Board approval of the recommended actions will allow the MHSA Community Stakeholder process, ARDI Leadership, DMH Staff Advisory Council, and the Office

The Honorable Board of Supervisors  
November 19, 2024  
Page 4

of Peer Services to continue to receive consultation, facilitation, and community engagement services, advising the County as it advances changes to the mental health system.

Respectfully submitted,

LISA H. WONG., Psy.D.  
Director

LHW:RH:KN:  
SK:ZW:atm

Attachments (3)

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel

Draft



**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
URBAN ACTION NETWORK, LLC  
FOR CONSULTANT SERVICES**

MH \_\_\_\_\_

**Contract Number**

\_\_\_\_\_  
**Vendor Number**

\_\_\_\_\_  
**Contractor Headquarters Address**

Contractor Headquarters' Supervisorial District \_\_\_\_\_

Contractor Headquarters' Service Area \_\_\_\_\_

Mental Health Supervisorial District(s) \_\_\_\_\_

Mental Health Service Area(s) \_\_\_\_\_

## TABLE OF CONTENTS

| <u>PARAGRAPH</u>   | <u>PAGE</u> |
|--|-------------|
| <b>RECITALS</b> .....  | <b>1</b>    |
| <b>1.0 APPLICABLE DOCUMENTS</b> .....  | <b>2</b>    |
| <b>2.0 DEFINITIONS</b> .....   | <b>2</b>    |
| 2.1 Standard Definitions.....  | 2           |
| <b>3.0 WORK</b> .....  | <b>4</b>    |
| <b>4.0 TERM OF CONTRACT</b> .....  | <b>4</b>    |
| <b>5.0 CONTRACT SUM</b> .....  | <b>4</b>    |
| 5.1 Total Contract Sum.....  | 4           |
| 5.2 Written Approval for Reimbursement.....  | 5           |
| 5.3 Notification of 75% of Total Contract Sum.....                                     | 5           |
| 5.4 No Payment for Services Provided Following Expiration-Termination of Contract..... | 5           |
| 5.5 Invoices and Payments.....   | 5           |
| 5.6 Intentionally Omitted.....   | 6           |
| 5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....        | 6           |
| <b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....                                   | <b>7</b>    |
| 6.1 County's Administration.....   | 7           |
| 6.2 County's Project Director.....   | 7           |
| 6.3 County's Project Manager.....  | 7           |
| 6.4 County's Project Monitor.....  | 7           |
| 6.5 County's Contract Analyst.....   | 8           |
| <b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....                               | <b>8</b>    |
| 7.1 Contractor's Administration.....   | 8           |
| 7.2 Contractor's Project Manager.....  | 8           |
| 7.3 Approval of Contractor's Staff.....  | 8           |
| 7.4 Contractor's Staff Identification.....   | 8           |
| 7.5 Background and Security Investigations.....  | 8           |
| 7.6 Confidentiality.....   | 9           |
| <b>8.0 STANDARD TERMS AND CONDITIONS</b> .....   | <b>10</b>   |
| 8.1 Amendments.....  | 10          |

## TABLE OF CONTENTS

| <b><u>PARAGRAPH</u></b>  | <b><u>PAGE</u></b> |
|--|--------------------|
| 8.2 Assignment and Delegation/Mergers or Acquisitions .....  | 10                 |
| 8.3 Authorization Warranty.....  | 11                 |
| 8.4 Budget Reductions.....   | 11                 |
| 8.5 Complaints .....   | 11                 |
| 8.6 Compliance with Applicable Laws .....  | 12                 |
| 8.7 Compliance with Civil Rights Laws.....   | 13                 |
| 8.8 Compliance with the County's Jury Service Program.....   | 13                 |
| 8.9 Conflict of Interest .....   | 15                 |
| 8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a<br>County Re-Employment List..... | 15                 |
| 8.11 Consideration of Hiring GAIN/START Participants.....  | 15                 |
| 8.12 Contractor Responsibility and Debarment.....  | 16                 |
| 8.13 Contractor's Acknowledgement of County's Commitment to Safely<br>Surrendered Baby Law .....                 | 18                 |
| 8.14 Contractor's Warranty of Adherence to County's Child Support Compliance<br>Program .....                    | 18                 |
| 8.15 County's Quality Assurance Plan .....   | 19                 |
| 8.16 Damage to County Facilities, Buildings or Grounds.....  | 19                 |
| 8.17 Employment Eligibility Verification.....  | 19                 |
| 8.18 Counterparts and Electronic Signatures and Representations.....   | 20                 |
| 8.19 Fair Labor Standards .....  | 20                 |
| 8.20 Force Majeure .....   | 20                 |
| 8.21 Governing Law, Jurisdiction, and Venue.....   | 21                 |
| 8.22 Independent Contractor Status .....   | 21                 |
| 8.23 Indemnification .....   | 21                 |
| 8.24 General Provisions for all Insurance Coverage.....  | 22                 |
| 8.25 Insurance Coverage.....   | 26                 |
| 8.26 Liquidated Damages .....  | 27                 |
| 8.27 Most Favored Public Entity.....   | 28                 |
| 8.28 Nondiscrimination and Affirmative Action .....  | 28                 |
| 8.29 Non-Exclusivity.....  | 30                 |

**TABLE OF CONTENTS**

| <b><u>PARAGRAPH</u></b>   | <b><u>PAGE</u></b> |
|---|--------------------|
| 8.30 Notice of Delays .....   | 30                 |
| 8.31 Notice of Disputes .....   | 30                 |
| 8.32 Notice to Employees Regarding the Federal Earned Income Credit.....  | 30                 |
| 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....  | 30                 |
| 8.34 Notices .....  | 31                 |
| 8.35 Prohibition Against Inducement or Persuasion.....  | 31                 |
| 8.36 Public Records Act.....  | 31                 |
| 8.37 Publicity.....   | 32                 |
| 8.38 Record Retention and Inspection-Audit Settlement.....  | 32                 |
| 8.39 Recycled Bond Paper .....  | 33                 |
| 8.40 Subcontracting .....   | 33                 |
| 8.41 Termination for Breach of Warranty to Maintain Compliance with County’s<br>Child Support Compliance Program.....         | 35                 |
| 8.42 Termination for Convenience .....  | 35                 |
| 8.43 Termination for Default.....   | 35                 |
| 8.44 Termination for Improper Consideration.....  | 37                 |
| 8.45 Termination for Insolvency .....   | 37                 |
| 8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....   | 37                 |
| 8.47 Termination for Non-Appropriation of Funds .....   | 38                 |
| 8.48 Validity.....  | 38                 |
| 8.49 Waiver .....   | 38                 |
| 8.50 Warranty Against Contingent Fees .....   | 38                 |
| 8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction<br>Program .....                                   | 39                 |
| 8.52 Termination for Breach of Warranty to Maintain Compliance with County’s<br>Defaulted Property Tax Reduction Program..... | 39                 |
| 8.53 Time Off for Voting .....  | 39                 |
| 8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking .....  | 39                 |
| 8.55 Intentionally Omitted .....  | 40                 |
| 8.56 Compliance with Fair Chance Employment Hiring Practices.....   | 40                 |
| 8.57 Compliance with the County Policy of Equity .....  | 40                 |

**TABLE OF CONTENTS**

| <b><u>PARAGRAPH</u></b>   | <b><u>PAGE</u></b> |
|---|--------------------|
| 8.58 Prohibition from Participation in Future Solicitation(s).....                              | 40                 |
| 8.59 Injury and Illness Prevention Program .....  | 40                 |
| 8.60 Campaign Contribution Prohibition Following Final Decision in Contract<br>Proceeding ..... | 41                 |
| <b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>  | <b>41</b>          |
| 9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) .....                   | 41                 |
| 9.2 Ownership of Materials, Software and Copyright .....  | 41                 |
| 9.3 Patent, Copyright and Trade Secret Indemnification.....                                     | 42                 |
| 9.4 Data Destruction .....  | 43                 |
| 9.5 Contractor’s Charitable Activities Compliance.....  | 44                 |
| 9.6 Intentionally Omitted .....   | 44                 |
| 9.7 Intentionally Omitted .....   | 44                 |
| 9.8 Intentionally Omitted .....   | 44                 |
| 9.9 Intentionally Omitted .....   | 44                 |
| 9.10 Intentionally Omitted .....  | 44                 |
| 9.11 Intentionally Omitted .....  | 44                 |
| 9.12 Intentionally Omitted .....  | 44                 |
| 9.13 Intentionally Omitted .....  | 44                 |
| 9.14 Contractor Protection of Electronic County Information .....                               | 44                 |
| 9.15 Mental Health Services Act Issue Resolution.....   | 45                 |
| <b>10.0 Survival.....</b>   | <b>45</b>          |

## **STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Fee Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
  - F1** Contractor Acknowledgement and Confidentiality Agreement
  - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

## **UNIQUE EXHIBITS**

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Charitable Contributions Certification
- K** Attestation Regarding Information Security Requirements
- L** Mental Health Services Act Issue Resolution Guidelines
- M** Contribution and Agent Declaration Form



**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
URBAN ACTION NETWORK, LLC  
FOR  
CONSULTANT SERVICES**

This Contract (“Contract”) made and entered into on **Enter Date** by and between the County of Los Angeles, hereinafter referred to as “County” and Urban Action Network, LLC, hereinafter referred to as “Contractor”. Contractor is located at 2128 N Westwood Avenue, Santa Ana, CA 92706-1924.

**RECITALS**

WHEREAS, the County may contract with private businesses for Consultant Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Consultant Services; and

WHEREAS, the Contractor is equipped, staffed, and prepared to provide these services as described in the Contract; and

WHEREAS, on November 19, 2024, the Board of Supervisors authorized the Director of Mental Health, or designee, to execute the Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, J, K, L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

|           |  |
|-----------|--|
| Exhibit A | Statement of Work and Attachments                |
| Exhibit B | Fee Schedule                                     |
| Exhibit C | Intentionally Omitted                            |
| Exhibit D | County's Administration                          |
| Exhibit E | Contractor's Administration                      |
| Exhibit F | Forms Required at the Time of Contract Execution |
| Exhibit G | Safely Surrendered Baby Law                      |

### Unique Exhibits:

|           |   |
|-----------|---|
| Exhibit H | Intentionally Omitted                                   |
| Exhibit I | Intentionally Omitted                                   |
| Exhibit J | Charitable Contributions Certification                  |
| Exhibit K | Attestation Regarding Information Security Requirements |
| Exhibit L | Mental Health Services Act Issue Resolution Guidelines  |
| Exhibit M | Contribution and Agent Declaration Form                 |

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Mental Health (DMH), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.14 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.

**2.1.15 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

**2.1.16 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### **3.0 WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.

**3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

**4.1** The term of this Contract will commence upon execution and will continue in full force and effect through **June 30, 2026**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

**4.2** The County will have the sole option to extend this Contract term for up to three additional one (1) year periods, for a maximum total Contract term of four years and seven months through **June 30, 2029**. Each such extension option may be exercised at the sole discretion of the Director or designee.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

**4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**

**5.1.1** The Contract Sum under this contract will be ONE MILLION SEVEN HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED FIFTY-SIX DOLLARS (\$1,733,656) payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this

Contract. Payment for services will be in accordance with Exhibit B (Fee Schedule).

- 5.1.2** The Department may increase the total contract amount by up to 10%, as approved by the Board. The County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warranty or represent that it will authorize the selected contractor to perform any work or services of any monetary amount.

## **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

## **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

## **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

## **5.5 Invoices and Payments**

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Fee Schedule). Contractor will be paid only for the tasks, deliverables,

goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.3** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.4** All invoices under this Contract must be submitted to the following electronic mail (e-mail) address:

[APSEUInquiry@dmh.lacounty.gov](mailto:APSEUInquiry@dmh.lacounty.gov)

**5.5.5 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.6 Preference Program Enterprises - Prompt Payment Program**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

**5.6 Intentionally Omitted**

**5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

**5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

- 5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Project Manager**

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 County's Project Monitor**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.



## **6.5 County's Contract Analyst**

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

### **7.2 Contractor's Project Manager**

**7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

**7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

### **7.5 Background and Security Investigations**

**7.5.1** Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.



If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

and

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or designee.

**8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or designee.

**8.1.3** The Director or their designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

### **8.5 Complaints**

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- Within 15 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 15 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.

### **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense

at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that

provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such



material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job

category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and



will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by

the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

#### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to

obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such

loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or



insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent either to:

County of Los Angeles  
Department of Mental Health

Contracts Development and Administration Division  
510 S. Vermont Ave., 20<sup>th</sup> Floor, Los Angeles, CA 90020  
Attention: Contracts Division Manager

Or

via e-mail to the Contracts Administrator identified in Exhibit D.

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of

cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.7 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain



County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

**8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## 8.25 Insurance Coverage

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.25.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

**8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director,

or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non-Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is



available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

**8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

**8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

## **8.38 Record Retention and Inspection-Audit Settlement**

**8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.



- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
  - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles

Department of Mental Health

Contracts Development and Administration Division

510 S. Vermont Ave., 20<sup>th</sup> Floor, Los Angeles, CA 90020

Attention: Contracts Division Manager

Or

via e-mail to the Contract Administrator identified in Exhibit D (County Administration).

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

**8.43.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any

obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

**8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

**8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with

the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

**8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.50.2** For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

### **8.58 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.



## **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

**9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.1.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

### **9.2 Ownership of Materials, Software and Copyright**

**9.2.1** County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools

(hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

**9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

**9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

**9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

### **9.3 Patent, Copyright and Trade Secret Indemnification**

**9.3.1** The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement

or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

**9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

**9.3.3** The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

#### **9.4 Data Destruction**

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any

and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

## **9.5 Contractor’s Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

## **9.6 Intentionally Omitted**

## **9.7 Intentionally Omitted**

## **9.8 Intentionally Omitted**

## **9.9 Intentionally Omitted**

## **9.10 Intentionally Omitted**

## **9.11 Intentionally Omitted**

## **9.12 Intentionally Omitted**

## **9.13 Intentionally Omitted**

## **9.14 Contractor Protection of Electronic County Information**

9.14.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 “Contractor Protection of Electronic County Information” provides specific details and can be accessed at the following link: [https://library.municode.com/ca/la\\_county\\_-\\_bos/codes/board\\_policy?nodeId=CH5COPU\\_5.200COPR\\_COELSTIN](https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPR_COELSTIN). Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.14.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” and acknowledge that it is the

responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor's responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Personal Identifiable Information (PII) and Protected Health Information (PHI), acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County PII, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

### **9.15 Mental Health Services Act Issue Resolution**

The California State Department of Health Care Services (DHCS) guidelines require that all Mental Health Service Act (MHSA) issues be documented by DMH. This MHSA Issue Resolution Process (Exhibit L), developed in collaboration with various public mental health stakeholders, provides information regarding the resolution process to address local issues related to MHSA, access to services and MHSA requirements.

## **10.0 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

|                |   |
|----------------|---|
| Paragraph 1.0  | Applicable Documents  |
| Paragraph 2.0  | Definitions   |
| Paragraph 3.0  | Work  |
| Paragraph 5.4  | No Payment for Services Provided Following Expiration-Termination of Contract |
| Paragraph 7.6  | Confidentiality   |
| Paragraph 8.1  | Amendments  |
| Paragraph 8.2  | Assignment and Delegation/Mergers or Acquisitions                             |
| Paragraph 8.6  | Compliance with Applicable Law  |
| Paragraph 8.19 | Fair Labor Standards  |
| Paragraph 8.20 | Force Majeure   |

|                |   |
|----------------|---|
| Paragraph 8.21 | Governing Law, Jurisdiction, and Venue  |
| Paragraph 8.23 | Indemnification   |
| Paragraph 8.24 | General Provisions for all Insurance Coverage                                     |
| Paragraph 8.25 | Insurance Coverage  |
| Paragraph 8.26 | Liquidated Damages  |
| Paragraph 8.34 | Notices   |
| Paragraph 8.38 | Record Retention and Inspection-Audit Settlement                                  |
| Paragraph 8.42 | Termination for Convenience   |
| Paragraph 8.43 | Termination for Default   |
| Paragraph 8.48 | Validity  |
| Paragraph 8.49 | Waiver  |
| Paragraph 8.58 | Prohibition from Participation in Future Solicitation                             |
| Paragraph 8.60 | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding |
| Paragraph 9.1  | Health Insurance Portability and Accountability Act of 1996 (HIPAA)               |
| Paragraph 9.2  | Ownership of Materials, Software and Copyright                                    |
| Paragraph 9.3  | Patent, Copyright and Trade Secret Indemnification                                |
| Paragraph 10.0 | Survival  |

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the County’s Director of Mental Health or designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D  
Director of Mental Health

\_\_\_\_\_  
Urban Action Network, LLC  
CONTRACTOR

By \_\_\_\_\_  
Name Rigoberto Rodriguez  
Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG  
Senior Deputy County Counsel

**MENTAL HEALTH SERVICES ACT  
CONSULTANT SERVICES**

**STATEMENT OF WORK (SOW)  
Exhibit A**

Draft



**TABLE OF CONTENTS**

| <b><u>PARAGRAPH</u></b>   | <b><u>PAGE</u></b> |
|---|--------------------|
| <b>1.0 SCOPE OF WORK</b> .....  | <b>1</b>           |
| <b>2.0 SPECIFIC WORK REQUIREMENTS</b> .....   | <b>2</b>           |
| <b>3.0 QUALITY CONTROL</b> .....  | <b>3</b>           |
| <b>4.0 QUALITY ASSURANCE PLAN</b> .....   | <b>4</b>           |
| 4.1 Weekly Meetings.....  | 4                  |
| 4.2 Contract Discrepancy Report.....  | 4                  |
| 4.3 County Observations.....  | 4                  |
| <b>5.0 RESPONSIBILITIES</b> .....   | <b>4</b>           |
| <b>COUNTY</b> .....   | <b>4</b>           |
| 5.1 Personnel.....  | 4                  |
| 5.2 Intentionally Omitted .....   | 5                  |
| <b>CONTRACTOR</b> .....   | <b>5</b>           |
| 5.3 Contractor’s Project Manager.....   | 5                  |
| 5.4 Personnel.....  | 6                  |
| 5.5 Uniforms/Identification Badges.....   | 6                  |
| 5.6 Materials and Equipment.....  | 6                  |
| 5.7 Training .....  | 6                  |
| 5.8 Contractor’s Administrative Office.....   | 6                  |
| <b>6.0 HOURS/DAY OF WORK</b> .....  | <b>6</b>           |
| <b>7.0 Intentionally Omitted</b> .....  | <b>6</b>           |
| <b>8.0 Intentionally Omitted</b> .....  | <b>6</b>           |
| <b>9.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS</b> ..... | <b>6</b>           |
| <b>10.0 Intentionally Omitted</b> .....   | <b>7</b>           |
| <b>11.0 Intentionally Omitted</b> .....   | <b>7</b>           |
| <b>12.0 Intentionally Omitted</b> .....   | <b>7</b>           |
| <b>13.0 GREEN INITIATIVES</b> .....   | <b>7</b>           |
| <b>14.0 PERFORMANCE REQUIREMENTS SUMMARY</b> .....  | <b>7</b>           |

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

Contractor will provide customized planning, alignment, capacity building, and engagement services to support the Los Angeles County Department of Mental Health (LACDMH) in its efforts to engage external and internal stakeholders and to monitor the implementation of the Mental Health Services Act (MHSA) Two-Year Plan (2024-2026), and to develop the Behavioral Health Services Act (BHSA) Three-Year Plan (2026-2029). Contractor will provide this support to the following entities:

- 1.1 Advisory Councils: Planning support for the MHSA Community Planning Team, Anti-Racism, Inclusion, Solidarity and Equity (ARISE) Staff Advisory Council, Community Peer Advisory Council, Staff Peer Advisory Council, and the BHSA Community Planning Team.

*Planning support* can include, but is not limited to, designing an overall planning process, developing meeting agendas and materials, and facilitating deliberative sessions to agree on priorities and/or to issue recommendations to LACDMH.

- 1.2 Divisions and Office: Alignment support to the ARISE Division, the Chief of Peer Services, and the MHSA Division.

*Alignment support* includes, but is not limited to, facilitating sessions that enable each team, separately, to analyze its current context, articulate a vision, and develop strategies to advance its work, especially in relationship to and in collaboration with the relevant advisory bodies. A key aspect this alignment work will focus on selecting the right quantitative data to strengthen integration, accountability, and future planning.

- 1.3 Liaisons and Co-Chairs: Capacity-building support focused on the Service Area Leadership Teams (SALT), Underserved Cultural Communities (UsCC), and Cultural Competency Committee (CCC), Liaisons and their corresponding SALT, UsCC, and CCC Committee Co-Chairs.

*Capacity-building support* includes, but is not limited to, training, coaching, and technical assistance for Liaisons and Co-Chairs to strengthen their skills to carry out their roles effectively. In collaboration with Liaisons, Co-Chairs, and the MHSA Division, Contractor will coordinate community engagement sessions with residents, organizations, sectors related to mental and behavioral health, LACDMH's mental health services, and the upcoming BHSA planning process.

## **2.0 SPECIFIC WORK REQUIREMENTS**

Contractor will articulate a streamlined system (i.e., roles, relationships, practices, protocols, routines, data-sharing processes, budgets, etc.) by which these entities (Advisory Councils, Divisions/Offices, and Liaisons and Co-Chairs) collaborate with each other to increase access to mental health services and improve mental health outcomes for clients served by MHSA- and BHSA-funded services and the broader public mental health system.

### **2.1 ADVISORY COUNCILS: PLANNING SUPPORT**

Description: Contractor will provide facilitation support for the implementation, monitoring, and/or planning activities for community and/or staff advisory councils whose work overlaps and affects the Department's MHSA Plan and the upcoming BHSA Plan.

- 2.1.1 MHSA Community Planning Team: Plan, design, and facilitate, two meetings per month from January through October and 1 per month in November and December.
- 2.1.2 ARISE Staff Advisory Council: Plan, design, and facilitate four retreats/sessions per year to adapt its actions and strategies to evolving contexts, with particular emphasis on strong communication and collaboration with the ARISE Division.
- 2.1.3 Community and Staff Peer Advisory Councils: Plan, design, and facilitate one meeting per month for each of these councils from January through December.
- 2.1.4 BHSA Community Planning Team: Plan, design, and facilitate a comprehensive planning process to produce the BHSA planning process, which involves facilitating sub-committees focused on the core BHSA components, e.g., Full Service Partnerships, early intervention, housing, and prevention.

### **2.2 ALIGNMENT: DIVISIONS & OFFICE**

Description: Facilitate planning processes for the ARISE Division, Chief of Peer Services, and MHSA Division, separately, to generate a shared understanding and agreement on a vision, core values, and structure (i.e., roles, relationships, processes, and resources) to help each team best achieve its key goals. Contractor will:

- 2.2.1 ARISE Division: Facilitate quarterly retreats/sessions to explore solutions and agree on a shared vision, values, goals, and structure (i.e., roles, relationships, practices, protocols, routines, data-sharing processes, budgets, etc.) that best enables the group to achieve its goals.
- 2.2.2 Chief of Peer Services: Facilitate quarterly retreats/sessions to explore solutions and agree on a shared vision, values, goals, and structure (i.e., roles, relationships, practices, protocols, routines, data-sharing processes, budgets, etc.) that best enables the group to achieve its goals.
- 2.2.3 MHSA Division: Facilitate quarterly retreats/sessions to explore solutions and agree on a shared vision, values, goals, and structure (i.e., roles, relationships,

practices, protocols, routines, data-sharing processes, budgets, etc.) that best enables the group to achieve its goals.

- 2.2.4 Data Integration: Conduct individual interviews and facilitate discussions with each team to select core performance measures and, jointly with all teams (including the Quality Outcomes and Training Division (QOTD)) agree on how the data is collected, analyzed, and shared on a continuous basis for internal planning and external stakeholder engagement.

## **2.3 CAPACITY BUILDING: ROLES & COMMUNITY BUILDING**

Description: Provide capacity-building support focused on the SALT, UsCC, and CCC Liaisons and their corresponding SALT, UsCC, and CCC Committee Co-Chairs to strengthen their skills to carry out their roles effectively.

- 2.3.1 Training, Coaching, & Technical Assistance: Deliver trainings, coaching, and technical assistance to Liaisons, Co-Chairs, and Committee members and facilitate sessions with Liaisons and Co-Chairs, separately, to build and sustain a community of practice to apply skills identify issues and solve them together.
- 2.3.2 Regional Community Engagement: In collaboration with the MHSA Division staff, Liaisons, and Co-Chairs, coordinate regional *community engagement* sessions to reach more diverse residents, organizations, and sectors related to mental and behavioral health, LACDMH's mental health services, and the upcoming BHSA planning process.

## **3.0 QUALITY CONTROL**

The Contractor must establish and utilize a comprehensive Quality Control Plan (Plan) to ensure the County receives a consistently high level of service throughout the term of the Contract. The Plan must be submitted to the County's Project Monitor for review. The Plan must include, at a minimum , the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

### **3.3 Data Collection**

Contractor will provide research and development data, high level meeting summaries, and outcomes related to planning, designing, and facilitating small and large group sessions to DMH Program Manager via email on an ongoing basis throughout the term of this contract.

Contractor will collect and analyze publicly accessible, deidentified, aggregated data, particularly population-level data, from the DMH dashboard (<https://dmh.lacounty.gov/dashboards/>), program performance data shared by DMH staff, and data from the Quality Outcome Training Division/Outcomes and Quality Improvement Team and will provide data reports to DMH Program Manager on an

ongoing basis and to community stakeholders through their regularly scheduled Advisory Council meetings. These reports will form the foundation for the planning, monitoring, and implementation of MHSA and BHSA programs and supports.

#### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

##### **4.1 Weekly Meetings**

Contractor will attend regularly scheduled weekly meetings with the MHSA Community Engagement Team.

##### **4.2 Contract Discrepancy Report**

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within 10 business days.

##### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### **5.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

##### **COUNTY**

##### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).
- 5.1.4 Arranging logistics for in-person sessions: meeting location, including parking; audio-visual equipment (microphone, LCD projector, screen, etc.); food; and materials.
- 5.1.5 Providing the appropriate virtual platform for online meetings: (e.g., Microsoft Teams, Webex, Zoom, etc.) and supportive tools (e.g., Sharepoint folder) approved by the County.
- 5.1.6 Arranging interpretation services (ASL, Spanish and Korean) and other accommodations, such as Communication Access Real-Time Translation (CART) services, as requested by participants.
- 5.1.7 Providing insights on how to navigate the DMH organization to ensure alignment of priorities.

**5.2 Intentionally Omitted**

**CONTRACTOR**

**5.3 Contractor's Project Manager**

- 5.3.1 Contractor must provide a full-time Contractor's Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor must provide a telephone number where the Project Manager may be reached between 8:00 am – 6:00 pm Pacific Standard Time, Monday through Friday.
- 5.3.2 Contractor's Project Manager must act as a central point of contact with the County.
- 5.3.3 Contractor's Project Manager must have a minimum 10 years of experience.
- 5.3.4 Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.
- 5.3.5 Contractor will plan and co-design agendas and related materials with DMH support.
- 5.3.6 Contractor will facilitate all planning sessions.
- 5.3.7 Contractor will work with DMH designee to manage each component, as listed in Sections 2.1 to 2.3 of the SOW by holding weekly check-ins either in-person or via a phone call with the Program Manager to track developments.
- 5.3.8 Contractor will provide a summary of key activities and expenses through monthly invoices.

**5.4 Personnel**

5.4.1 Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.

5.4.2 Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

**5.5 Uniforms/Identification Badges**

5.5.1 Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor’s Staff Identification), of the Contract.

**5.6 Materials and Equipment**

5.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.

**5.7 Training**

5.7.1 Contractor will provide training programs for all new employees and continuing in-service training for all staff.

5.7.2 All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

**5.8 Contractor’s Administrative Office**

Contractor will maintain an administrative office with a telephone in the company’s name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service will be provided to receive calls and take messages. **Contractor will answer calls received by the answering service within 24 hours of receipt of the call.**

**6.0 HOURS/DAY OF WORK**

The Contractor is not required to provide services on County-recognized holidays.

**7.0 Intentionally Omitted**

**8.0 Intentionally Omitted**

**9.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

9.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

**10.0 Intentionally Omitted**

**11.0 Intentionally Omitted**

**12.0 Intentionally Omitted**

**13.0 GREEN INITIATIVES**

13.1 Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

13.2 Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

**14.0 PERFORMANCE REQUIREMENTS SUMMARY**

The below Performance Requirements Summary (PRS) chart, SOW Attachment II (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract are delineated in this SOW.

14.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.



# STATEMENT OF WORK ATTACHMENTS

## TABLE OF CONTENTS

| <u>Attachment</u>                                    | <u>Page</u> |
|--|-------------|
| 1 CONTRACT DISCREPANCY REPORT .....                  | 1           |
| 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART ..... | 2           |

Draft

# CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

|   |   |   |  |
|---|---|---|--|
| <b>Date:</b> <a href="#">Click or tap here to enter text.</a>           |   | <b>Contractor Response Received:</b> <a href="#">Click or tap here to enter text.</a> |  |
| <b>Contractor:</b> <a href="#">Click or tap here to enter text.</a>     | <b>Contract No.:</b> <a href="#">Click or tap here to enter text.</a> | <b>County's Project Manager:</b> <a href="#">Click or tap here to enter text.</a>     |  |
| <b>Contact Person:</b> <a href="#">Click or tap here to enter text.</a> | <b>Telephone:</b> <a href="#">Click or tap here to enter text.</a>    | <b>County's Project Manager Signature:</b>  |  |
| <b>Email:</b> <a href="#">Click or tap here to enter text.</a>          |   | <b>Email:</b> <a href="#">Click or tap here to enter text.</a>                        |  |

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy                             | Contractor's Response*                           | County Use Only                                  |  |  |
|-----|--|--|--|--|--|
|     |  |  | Date Correction Due                              | Date Completed                                   | Approved   |
| 1   | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> |
| 2   | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> |
| 3   | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> | <a href="#">Click or tap here to enter text.</a> |

\*Use additional sheets if necessary

|  |  |
|--|--|
| <i>Contractor's Representative Signature</i> | <a href="#">Click or tap here to enter text.</a><br><i>Date Signed</i> |
|--|--|

|  |
|--|
| <b>Additional Comments:</b> <a href="#">Click or tap here to enter text.</a> |
|  |

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| SPECIFIC PERFORMANCE REFERENCE                                   | REQUIRED SERVICE  | COUNTY MONITORING METHOD                         |
|--|---|--|
| <b>SOW:</b> Section 4.1 (Weekly Meetings)                        | Contractor’s representative to attend weekly meetings scheduled by the County.  | Attendance Sheets                                |
| <b>SOW:</b> Section 5.7.1 (Training)                             | Contractor will provide training programs for all new employees and continuing in-service training for all staff.   | Attendance Sheets and Contractor’s certification |
| <b>Contract:</b> Subparagraph 7.2 (Contractor’s Project Manager) | Contractor will notify the County, in writing, of any change to the Contractor’s Project Manager, including, but not limited to, the name, address, title, etc. | Notification to County and Observation           |
| <b>Contract:</b> Subparagraph 8.40 (Subcontracting)              | Contractor will obtain County’s written approval prior to subcontracting any work.  | Inspection and Observation                       |

**Urban Action Network, LLC (UAN)  
FEE SCHEDULE**

| <b>Expenditure</b>            | <b>FY 2024-25</b> | <b>FY 2025-26</b>  |
|-------------------------------|-------------------|--------------------|
| Consultation Services         | \$468,400         | \$1,000,800        |
| Administrative Overhead (18%) | \$84,312          | \$180,144          |
| Total per FY                  | <b>\$552,712</b>  | <b>\$1,180,944</b> |

Total Contract Sum (TCS) **\$1,733,656**

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**FEE SCHEDULE: DECEMBER 1, 2024 TO JUNE 30, 2025**

**AREA 1: PLANNING SUPPORT - ADVISORY BODIES**

**2.1.1 MHSA COMMUNITY PLANNING TEAM**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| January  | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| February | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| March    | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| April    | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| May      | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| June     | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
|          |                        |                 |                             | <b>\$ 62,400.00</b> |

**2.1.2 ARISE STAFF ADVISORY COUNCIL**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 9               | \$ 200                      | \$ 3,600.00         |
| January  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| March    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May      | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| June     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|          |                        |                 |                             | <b>\$ 38,800.00</b> |

**2.1.3 COMMUNITY & STAFF PEER ADVISORY COUNCILS**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| January  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| February | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| April    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| May      | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June     | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
|          |                        |                 |                             | <b>\$ 56,000.00</b> |

**2.1.4 BHSA COMMUNITY PLANNING TEAM**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 0                      | 0               | \$ 200                      | \$ -                |
| January  | 0                      | 0               | \$ 200                      | \$ -                |
| February | 4                      | 8               | \$ 200                      | \$ 6,400.00         |
| March    | 4                      | 16              | \$ 200                      | \$ 12,800.00        |
| April    | 4                      | 16              | \$ 200                      | \$ 12,800.00        |
| May      | 4                      | 16              | \$ 200                      | \$ 12,800.00        |
| June     | 4                      | 16              | \$ 200                      | \$ 12,800.00        |
|          |                        |                 |                             | <b>\$ 57,600.00</b> |

## AREA 2: ALIGNMENT- DIVISIONS & OFFICE

### 2.2.1 ARISE DIVISION

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May      | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|          |                        |                 |                             | <b>\$ 36,000.00</b> |

### 2.2.2 CHIEF PEER SERVICES

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| March    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| June     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|          |                        |                 |                             | <b>\$ 28,000.00</b> |

### 2.2.3 MHSA DIVISION

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May      | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|          |                        |                 |                             | <b>\$ 36,000.00</b> |

### 2.2.4 DATA INTEGRATION

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| January  | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| February | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| March    | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| April    | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| May      | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| June     | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
|          |                        |                 |                             | <b>\$ 33,600.00</b> |

**AREA 3: CAPACITY BUILDING - ROLES & CAPACITY BUILDING**

**2.3.1 TRAINING, COACHING, & TECHNICAL ASSISTANCE**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| January  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| February | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| April    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| May      | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June     | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
|          |                        |                 |                             | <b>\$ 52,800.00</b> |

**2.3.2 REGIONAL COMMUNITY BUILDING**

| Months   | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|----------|------------------------|-----------------|-----------------------------|---------------------|
| December | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| January  | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| February | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| March    | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| April    | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| May      | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| June     | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
|          |                        |                 |                             | <b>\$ 67,200.00</b> |

|             |                      |
|-------------|----------------------|
| SUBTOTAL    | <b>\$ 468,400.00</b> |
| ADMIN (18%) | <b>\$ 84,312.00</b>  |
| TOTAL       | <b>\$ 552,712.00</b> |

**FEE SCHEDULE: JULY 1, 2025 TO JUNE 30, 2026**

**AREA 1: PLANNING - ADVISORY BODIES**

**2.1.1 MHSA COMMUNITY PLANNING TEAM**

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month     |
|-----------|------------------------|-----------------|-----------------------------|----------------------|
| July      | 2                      | 12              | \$ 200                      | \$ 4,800.00          |
| August    | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| September | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| October   | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| November  | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| December  | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| January   | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| February  | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| March     | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| April     | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| May       | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
| June      | 2                      | 24              | \$ 200                      | \$ 9,600.00          |
|           |                        |                 |                             | <b>\$ 110,400.00</b> |

**2.1.2 ARISE STAFF ADVISORY COUNCIL**

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|-----------|------------------------|-----------------|-----------------------------|---------------------|
| July      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| August    | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| September | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| October   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| November  | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| December  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February  | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| March     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May       | 2                      | 24              | \$ 200                      | \$ 9,600.00         |
| June      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|           |                        |                 |                             | <b>\$ 70,400.00</b> |

**2.1.3 COMMUNITY & STAFF PEER ADVISORY COUNCILS**

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month |
|-----------|------------------------|-----------------|-----------------------------|------------------|
| July      | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| August    | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| September | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| October   | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| November  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| December  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| January   | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| February  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |



|       |   |    |        |                     |
|-------|---|----|--------|---------------------|
| March | 2 | 20 | \$ 200 | \$ 8,000.00         |
| April | 2 | 20 | \$ 200 | \$ 8,000.00         |
| May   | 2 | 20 | \$ 200 | \$ 8,000.00         |
| June  | 2 | 20 | \$ 200 | \$ 8,000.00         |
|       |   |    |        | <b>\$ 96,000.00</b> |

#### 2.1.4 BHSA COMMUNITY PLANNING TEAM

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month     |
|-----------|------------------------|-----------------|-----------------------------|----------------------|
| July      | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| August    | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| September | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| October   | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| November  | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| December  | 4                      | 40              | \$ 200                      | \$ 32,000.00         |
| January   | 4                      | 36              | \$ 200                      | \$ 28,800.00         |
| February  | 4                      | 36              | \$ 200                      | \$ 28,800.00         |
| March     | 4                      | 34              | \$ 200                      | \$ 27,200.00         |
| April     | 4                      | 6               | \$ 200                      | \$ 4,800.00          |
| May       | 4                      | 0               | \$ 200                      | \$ -                 |
| June      | 4                      | 0               | \$ 200                      | \$ -                 |
|           |                        |                 |                             | <b>\$ 281,600.00</b> |

### AREA 2: ALIGNMENT- DIVISIONS & OFFICE

#### 2.2.1 ARISE DIVISION

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|-----------|------------------------|-----------------|-----------------------------|---------------------|
| July      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| August    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| September | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| October   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| November  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| December  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May       | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|           |                        |                 |                             | <b>\$ 64,000.00</b> |

### 2.2.2 CHIEF PEER SERVICES

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|-----------|------------------------|-----------------|-----------------------------|---------------------|
| July      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| August    | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| September | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| October   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| November  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| December  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| March     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May       | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| June      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|           |                        |                 |                             | <b>\$ 48,000.00</b> |

### 2.2.3 MHSA DIVISION

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|-----------|------------------------|-----------------|-----------------------------|---------------------|
| July      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| August    | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| September | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| October   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| November  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| December  | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| January   | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| February  | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| March     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| April     | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
| May       | 2                      | 20              | \$ 200                      | \$ 8,000.00         |
| June      | 2                      | 10              | \$ 200                      | \$ 4,000.00         |
|           |                        |                 |                             | <b>\$ 64,000.00</b> |

### 2.2.4 DATA INTEGRATION

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month    |
|-----------|------------------------|-----------------|-----------------------------|---------------------|
| July      | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| August    | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| September | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| October   | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| November  | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| December  | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| January   | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| February  | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| March     | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| April     | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| May       | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
| June      | 2                      | 12              | \$ 200                      | \$ 4,800.00         |
|           |                        |                 |                             | <b>\$ 57,600.00</b> |

## AREA 3: CAPACITY BUILDING - ROLES & CAPACITY BUILDING

### 2.3.1 TRAINING, COACHING, & TECHNICAL ASSISTANCE

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month |
|-----------|------------------------|-----------------|-----------------------------|------------------|
| July      | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| August    | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| September | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| October   | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| November  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| December  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| January   | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| February  | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| March     | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| April     | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| May       | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
| June      | 2                      | 20              | \$ 200                      | \$ 8,000.00      |
|           |                        |                 |                             | \$ 96,000.00     |

### 2.3.2 REGIONAL COMMUNITY BUILDING

| Months    | Number of Facilitators | Hours per Month | Hourly Rate per Facilitator | Amount per month |
|-----------|------------------------|-----------------|-----------------------------|------------------|
| July      | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| August    | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| September | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| October   | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| November  | 2                      | 21              | \$ 200                      | \$ 8,400.00      |
| December  | 2                      | 21              | \$ 200                      | \$ 8,400.00      |
| January   | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| February  | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| March     | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| April     | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| May       | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
| June      | 2                      | 24              | \$ 200                      | \$ 9,600.00      |
|           |                        |                 |                             | \$ 112,800.00    |

|             |                 |
|-------------|-----------------|
| SUBTOTAL    | \$ 1,000,800.00 |
| ADMIN (18%) | \$ 180,144.00   |
| TOTAL       | \$ 1,180,944.00 |

# COUNTY'S ADMINISTRATION

CONTRACT NO. [Click or tap here to enter text.](#)

## COUNTY'S PROJECT DIRECTOR:

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

## COUNTY'S CONTRACT ANALYST:

Name: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

## COUNTY'S PROJECT MANAGER:

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

## COUNTY'S PROJECT MONITOR:

Name: [Click or tap here to enter text.](#)  
Title: [Click or tap here to enter text.](#)  
Address: [Click or tap here to enter text.](#)  
[Click or tap here to enter text.](#)  
Telephone: [Click or tap here to enter text.](#)  
E-mail Address: [Click or tap here to enter text.](#)

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Click or tap here to enter text.

CONTRACT NO. Click or tap here to enter text.

### CONTRACTOR'S PROJECT MANAGER:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

### NOTICES TO CONTRACTOR:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone: Click or tap here to enter text.

E-mail Address: Click or tap here to enter text.

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**Contractor Name: [Click or tap here to enter text.](#)Contract No [Click or tap here to enter text.](#)**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: [Click or tap here to enter text.](#)PRINTED NAME: [Click or tap here to enter text.](#)POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names





Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit [BabySafeLA.org](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

**ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.**

**1.877.222.9723**  
**BabySafeLA.org**

**THERE'S A BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Name and Title of Signer (please print)

## ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

\_\_\_\_\_ (hereafter "Contractor")  
acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal identifiable information (PII); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- Attachment 1 – Information Security and Privacy Requirements for Contracts
- Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit D (County's Administration).

Name of authorized official (Official Name) \_\_\_\_\_  
Printed name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

## **LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH MENTAL HEALTH SERVICES ACT (MHSA) ISSUE RESOLUTION PROCESS (IRP) GUIDELINES**

### A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level<sup>1</sup>. The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

### B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320<sup>2</sup>
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

### C. How to Submit an MHSA Issue:

A filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
  - a. The filer will follow the process put in place by the provider/facility.
  - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: [MHSA Issue Resolution Form](#)
3. An issue can be filed in person at 510 S. Vermont Avenue, 1<sup>st</sup> floor, Los Angeles, CA 90020.

#### D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

#### E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:  
Department of Health Care Services  
Mental Health Services Division  
Attention: MHSA Issue Resolution Process  
1500 Capitol Avenue, MS 2702  
P.O. Box 997413  
Sacramento, CA 95899-7 413  
Phone: (916) 319-9758  
Email: [mhsa@dhcs.ca.gov](mailto:mhsa@dhcs.ca.gov)
- Mental Health Services Oversight and Accountability Commission (MHSOAC)  
1325 J Street, Suite 1700  
Sacramento, CA 95814  
Phone: (916) 445-8696  
Fax: (916) 445-4927  
Email: [MHSOAC@mhsaac.ca.gov](mailto:MHSOAC@mhsaac.ca.gov)

The IRP is subject to revision as needed.

---

<sup>1</sup> As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

<sup>2</sup> Community Collaboration. Cultural Competence, Client Driven, Family Driven. Wellness, Recovery, and Resilience Focused, and Integrated Service Experiences for clients and their families.

**CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

HOA.104008393.4  
Rev. [4/16/24]



## CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

### A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

**Urban Action Network, LLC**

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: **I plan to subcontract work with five consultants: Christian Ponce, Diane Duran, Rene Castro, Carolina Hernandez, Dr. Shametrice Davis to support with planning, design, facilitation, and capacity building services.**
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: **I have not used variations to the name of my consulting firm.**
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

**I am the only person with the authority to make decisions for Urban Action Network, LLC, including making contributions for a County Officer.**

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
- a) Parent(s):  
**Urban Action Network, LLC**
- b) Subsidiaries:  
**None**
- c) Related Business Entities:  
**None**
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

**I am the sole owner of the company.**

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

**I do not control or direct any other entity other than Urban Action Network, LLC.**



**CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

***I am the only person with the authority to act on behalf of the company on this contract.***

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

***Urban Action Network, LLC is NOT a 501(c)(3) corporation.***

**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

| <b>Date</b> (contribution solicited, or directed) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---|--|---------------|
| None  | None                                     | N/A           |
| None  | None                                     | N/A           |
| None  | None                                     | NA            |

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

| <b>Date</b> (contribution made) | <b>Name</b> (of the contributor) | <b>Recipient Name</b> (elected official) | <b>Amount</b> |
|---------------------------------|----------------------------------|--|---------------|
| None                            | N/A                              | N/A                                      | N/A           |
| None                            | N/A                              | N/A                                      | N/A           |
| None                            | N/A                              | N/A                                      | N/A           |

\*Please attach an additional page, if necessary.

**CONTRIBUTION AND AGENT DECLARATION FORM**C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are 0 additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, **RIGOBERTO RODRIGUEZ** (Authorized Representative), on behalf of **URBAN ACTION NETWORK, LLC**, at which I am employed as **PRESIDENT/CEO**, attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature



9/10/24

Date

**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

I, **RIGOBERTO RODRIGUEZ**, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

  
\_\_\_\_\_  
Signature

9/10/24  
Date

Draft



**DEPARTMENT OF MENTAL HEALTH**  
 hope. recovery. wellbeing.

**LISA H. WONG, Psy.D.**  
 Director

**Curley L. Bonds, M.D.**  
 Chief Medical Officer

**Rimmi Hundal, M.A.**  
 Chief Deputy Director

September 11, 2024

TO: Supervisor Lindsey P. Horvath, Chair  
 Supervisor Hilda L. Solis  
 Supervisor Holly J. Mitchell  
 Supervisor Janice Hahn  
 Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D. *RHundal*  
 Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH RIGOBERTO RODRIGUEZ DBA URBAN ACTION NETWORK, LLC, TO PROVIDE CONSULTATION, FACILITATION, AND COMMUNITY ENGAGEMENT SERVICES**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts and Amendments), the Department of Mental Health (DMH) is notifying your Board of our Department's intent to enter into a new sole source contract with Rigoberto Rodriguez dba Urban Action Network, LLC, (UAN) to provide consultation, facilitation, and community engagement services to the Mental Health Services Act (MHSA) Community Stakeholder process, Anti-Racism Diversity and Inclusion (ARDI) Leadership, DMH Staff Advisory Council, and the Office of Peer Services.

DMH will request that your Board approve a new sole source contract with UAN, effective upon Board approval through Fiscal Year (FY) 2025-26, with three optional one-year extensions. The Total Contract Amount is \$1,733,656 (\$552,712 for FY 2024-25 and \$1,180,944 for FY 2025-26), fully funded by MHSA funds.

**JUSTIFICATION**

Currently, these services are provided by UAN through a contract with the California Mental Health Services Authority (CalMHSA). The existing CalMHSA contract with UAN will expire on November 1, 2024, and as the only bona fide source with the requisite experience to provide the requested services, DMH will need to execute a

Each Supervisor  
September 11, 2024  
Page 2

new contract with UAN in order to continue to receive the vast range of supports that comes with UAN's experience.

The founder and principal facilitator of UAN, Rigoberto Rodriguez, Ph.D., M.U.R.P., specializes in facilitating large scale policy and systems change efforts and multi-racial/ethnic community organizing and stakeholder engagement processes. For over 25 years, Dr. Rodriguez has worked with community-based nonprofits, public agencies, and foundations to facilitate complex community and systems change initiatives. Since 2007, Dr. Rodriguez has served as the principal facilitator for the MHSA System Leadership Team. With Dr. Rodriguez's extensive experience, UAN is uniquely positioned to assist the County with the development of a different type of mental health system and service delivery to residents countywide.

### **NOTIFICATION TIMELINE**

Pursuant to Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least four weeks prior to commencing contract negotiations for a new sole source contract. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter in October for approval to enter into a new sole source contract with UAN to provide consultation, facilitation, and community engagement services to the MHSA Community Stakeholder process, ARDI Leadership, DMH Staff Advisory Council, and the Office of Peer Services.

If you have any questions, or require additional information, please contact me at [LWong@dmh.lacounty.gov](mailto:LWong@dmh.lacounty.gov) or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at [SKrikorian@dmh.lacounty.gov](mailto:SKrikorian@dmh.lacounty.gov) or (213) 943-9146.

LHW:RH:KN  
SK:ZW:atm

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel

## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

- New Sole Source Contract
- Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: \_\_\_\_\_

| Check<br>(✓) | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b><br>Identify applicable justification and provide documentation for each checked item.  |
|--------------|--|
|              | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>   |
|              | ➤ Compliance with applicable statutory and/or regulatory provisions.   |
|              | ➤ Compliance with State and/or federal programmatic requirements.  |
|              | ➤ Services provided by other public or County-related entities.  |
|              | ➤ Services are needed to address an emergent or related time-sensitive need.   |
|              | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.   |
|              | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.  |
|              | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.   |
|              | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.   |
|              | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.   |
|              | ➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date





# Charting Progress

A COMPREHENSIVE REVIEW OF SYSTEMIC CHANGE  
FOR GENDER EQUITY IN LOS ANGELES COUNTY

October 7th, 2024

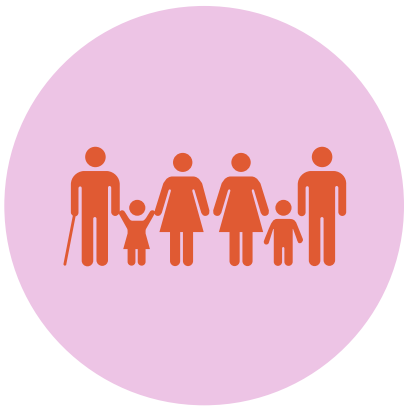








## Priority Areas



**GENDER  
EQUITY**

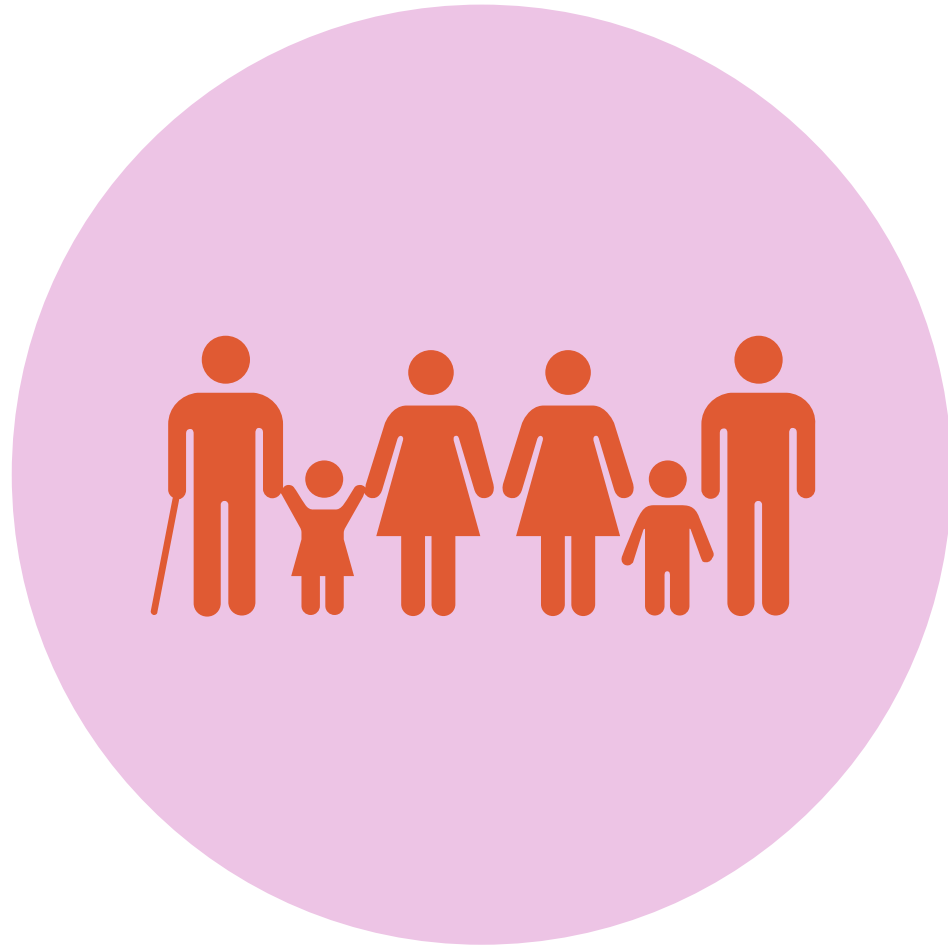


**ECONOMIC  
MOBILITY**



**WOMEN'S  
HEALTH**

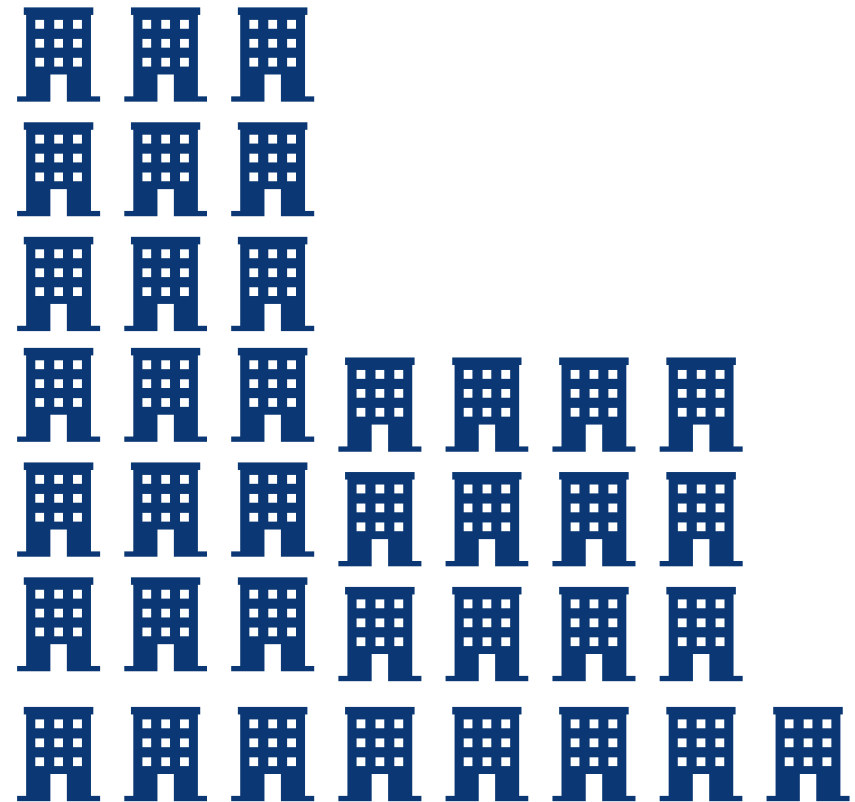
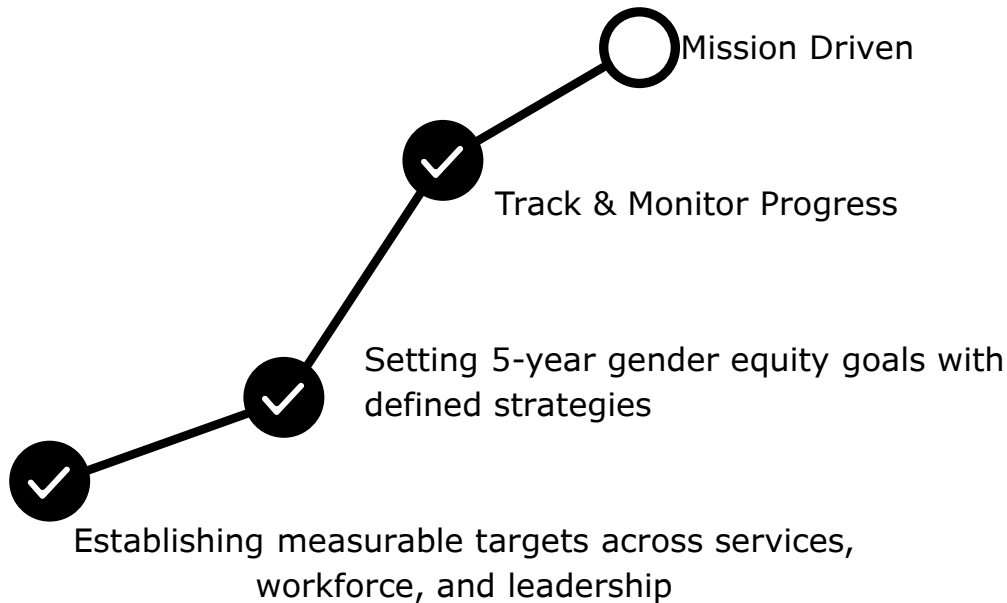
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**GENDER  
EQUITY**



# Successful Completion of GIA by All 38 Departments





## Departments are deploying a variety of tools, such as

- Implementing new policies and processes to assess user data by gender and barriers to access
- Conducting targeted outreach
- Updating communication strategies and materials to ensure they are attractive to people of all genders
- Identifying new & equitable community partnerships





17

departments

are launching or improving a  
**mentorship program**

30

departments

are reducing any inequity in  
access to **professional  
development** opportunities

32

departments

have defined goals and  
strategies to **capture data** by  
gender. A primary focus was  
increasing trust and addressing  
concerns about **data privacy**



**ECONOMIC  
MOBILITY**





# ECONOMIC MOBILITY

**Median earnings - full - time**

Women \$52,495

Men \$58,588



Earnings relative to white men, who have median earnings of \$93,250

**WHITE WOMEN 81%**

**ASIAN AMERICAN WOMEN 69%**

**AFRICAN AMERICAN WOMEN 60%**

**LATINA WOMEN 43%**



**WOMEN'S ENTREPRENEURSHIP CONFERENCE**

**250 + attendees**



# Says Consulting

## Community

- Outreach + Events
- Strategic Partnerships

## Mentorship

- Internship Programs
- Training + Supervision



Says Consulting helped WGI establish an **academic internship program** and launched the Inaugural Women Entrepreneurs Conference.



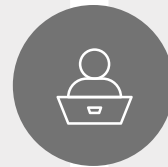
# Women's Experience at Work



DHR pilot of 8 weeks paid family leave for County employees



9 departments currently meet the County's family-friendly criteria



39 departments and affiliates have assessed their family friendly policies and benefits



DHR + WGI conducted two employee climate surveys and released the Equity for Women in the Workplace Report

# Family Friendly Program

1

Attract more diverse candidates

2

Hire women for non-traditional roles

3

Retain a more diverse workforce



# Speaker Series

400 +

County Employees attended our four-part webinar series on how to recruit and retain women in traditionally male-dominated fields

“

Great speakers. Glad there is programs, networking, and mentorship available to help County departments.”





## ECONOMIC MOBILITY

# 400 %

increase in FEMALE  
CONSTRUCTION HOURS



## WOMEN IN TECH



# Women on the Front Lines



## MAT

LACoFD Multi-disciplinary Action Team (MAT) to increase gender diversity in the Fire Department's Fire Series.

## POST Standards

Advancing Gender Parity as a Legislative Priority in Policing Requirements to recruit, hire and retain women.

## Women's Fire League

LACoFD hired a Diversity, Equity, and Inclusion (DEI) Officer whose sole purpose is to work within the department to shift culture

## Girls Fire Camp

Provides girls ages 10-18 with hands-on experience. LACoFD hired 36 of 38 graduates from the WFA program.



# Women on the Front Lines



98 %

of all cadets who enroll in the  
**WOMEN'S FIRE ALLIANCE**  
(WFA) program graduate



County Fire now  
provides firefighter &  
lifeguard uniforms  
that are designed to  
**FIT FEMALE  
BODIES**



**WOMEN'S  
HEALTH**



## STATE FUNDED ABORTION SAFE HAVEN PILOT PROGRAM

# 2,500 CLIENTS

HAVE BEEN SERVED BY THE SAFE  
HAVEN ABORTION ACCESS PROGRAM.



 = 100 CLIENTS





## ABORTION SAFE HAVEN PILOT PROGRAM

**178%**

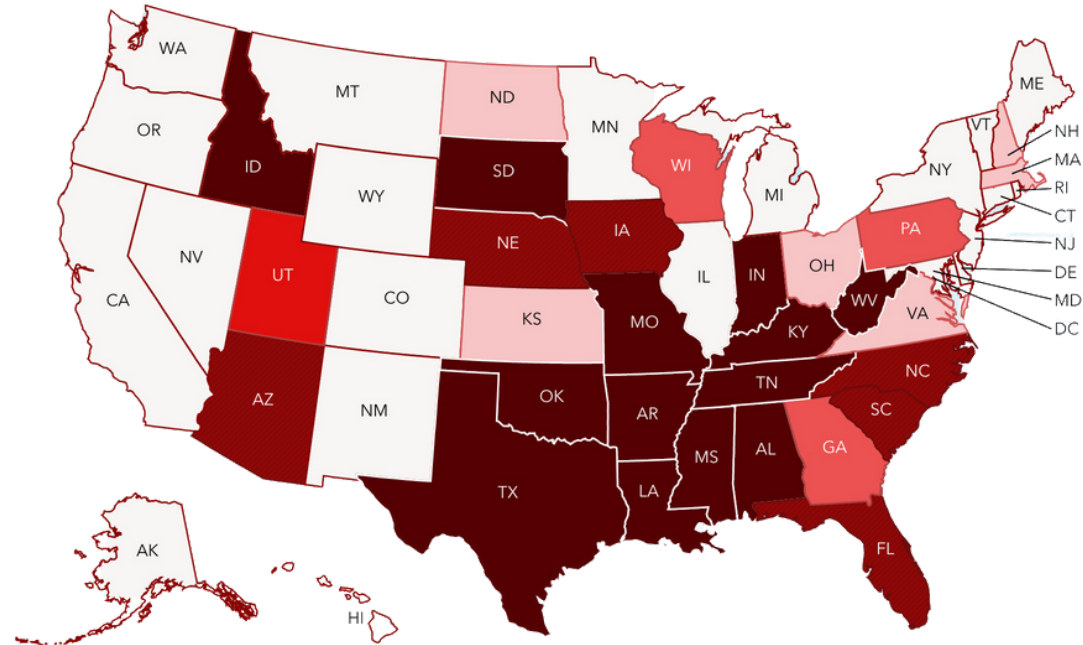


INCREASE FROM **OUT-  
OF-STATE** CLIENTS

**27%**



INCREASE FROM **IN -  
STATE** CLIENTS





## Sexual Assault Council

\$1.7M of NCC funds to establish the first ever County Sexual Assault Council (SAC)

## Feminine Hygiene

WGI+LA County Library launched a feminine hygiene pilot program that provides diapers and menstrual products

## Gender Based Violence

\$3.2M in general funds to the DV shelter system for the first time in County history.  
2 Dedicated positions were given to OVP to focus on GBV prevention

## Women's Homelessness

Senior Advisor, Women & Family homelessness



# CONGRATS TO WOMEN & GIRLS INITIATIVE

## 2023 ACHIEVEMENT AWARDS



### CATEGORY: PERSONNEL MANAGEMENT, EMPLOYMENT AND TRAINING

#### YEAR: 2023

The Gender Impact Assessment (GIA) is a methodology within the Chief Executive Officer (CEO), Women and Girl's Initiative (WGI), that helps the County of Los Angeles (County) improve its understanding of people's different needs, experiences and opportunities. The GIA is a tool the County uses to question the assumption that policies and programs affect or benefit everyone in the same way.

#GenderEquality #InclusivePolicies



### CATEGORY: HEALTH (BEST IN CATEGORY)

#### YEAR: 2023

SB 1245 established the \$20 million LA County Abortion Access Safe Haven Pilot Program to boost reproductive health care, including abortion services. SHAP, in partnership with nonprofits and healthcare providers, ensures reliable and confidential care, even covering travel expenses.

#ReproductiveFreedom #LAHealthcareAccess





# WGI'S PROGRESS RECOGNIZED LOCALLY, NATIONALLY AND INTERNATIONALLY

## SILVER TELLY AWARD, 2022

The GIA Program has received a [Silver Telly award](#) in the category of internal communications.



## NACo AWARD, 2023

The GIA Program also received an [award](#) from the National Association of Counties in the category of personnel management, employment, and training.



## TECHNICAL ASSISTANCE

In 2023 and 2024, WGI provided technical assistance to other jurisdictions looking to replicate the GIA Program.



## CSW68

In 2024, WGI presented the County's progress in advancing gender equity at five sessions during the [68th Session of the United Nations Commission on the Status of Women](#) in New York City.

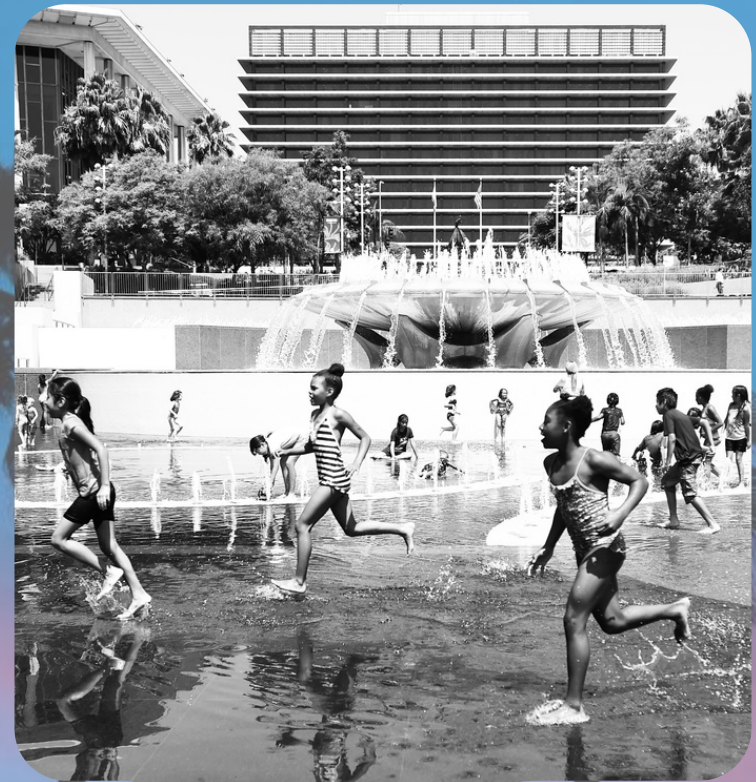
# Future Directions

- DHS & DPH have instituted protocols to streamline abortion services for in & out of state clients.
- OWH has been allocated \$125K annually to continue GIA & support departments thru FY28-29.
- Diaper & Hygiene Kits: Supporting Families in Need project is up for an Eagle Award. Library has committed to continuing this much needed service for the community.
- The Family- Friendly Certification Program & Speaker's Series will continue in DHR. Departments can apply for Family Friendly certification during the MAPP process.



# Conclusion

The County's historic multimillion -dollar investment in the Women and Girls Initiative ensures the progress we've made over the last eight years will live on. The initial seed , planted by the Board and nurtured by the Women and Girls Initiative, has blossomed into a permanent fixture of our County government operations.





# Q & A



# Stay Connected

- **Alisa Williams**  
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- **Caroline Torén -  
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www.refolda.com
- **Hayley W. Sayrs, MPH**  
**Consultant**  
sayrsconsulting@gmail.com  
www.sayrsconsulting.com







**WHAT IS YOUR DREAM JOB OR CAREER?**

Handwritten responses on a whiteboard:

- Psychiatrist
- Interior Designer
- Photographer
- Occupational Therapist
- Actress
- Teacher
- Lawyer
- Interior Designer
- Reptile Vet
- Artist
- an Engineer
- Technical
- Social worker
- Interior Design & Marketing Manager
- Police Officer
- CRIMINOLOGIST
- realestate agent
- Doctor
- Artist
- Robotics engineer
- Video Editor
- Editor for Movies
- Marine Biologist
- baseball player
- Artist
- Occupational Therapist
- Actress
- Volleyball Player
- Hair Stylist
- NBA Player
- vet
- baseball

